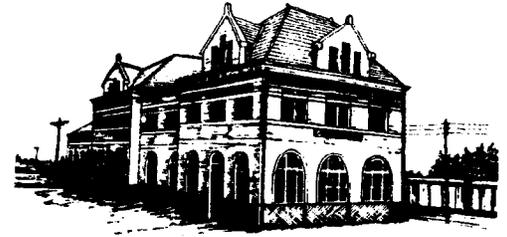


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terry Koets
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
February 2, 2010
6:00 p.m.
Last updated: 01/29/2010 2:33 PM

1. **Call Meeting to Order**
2. **Roll Call**
3. **Consideration of Agenda**
4. **Consider Adoption of the Consent Agenda – NOTE: *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.***
 - a. Minutes of January 19, 2010 – Regular Meeting
 - b. Claims and Fund Transfers:
 - i. Total Claims - \$120,069.06
 - ii. Fund Transfers - \$406,23
 - c. Licenses/Permits:
 - i. Liquor – Hayes Concession Service (at Supertel Inn)
5. **New Business**
 - a. Closed Session on matters pending litigation – Iowa Code 21.5(c)
 - b. Motion to reappoint Arnold (Skip) Kenyon III as City Attorney
 - c. Resolution to acknowledge settlement agreement for tobacco violation notice – Creston Farm & Home to suspend cigarette permit for 30 days beginning February 15, 2010
 - d. Resolution to acknowledge settlement agreement for tobacco violation notice – American Legion
 - e. Resolution to authorize letter of support to the Iowa Finance Authority for the Hotel Iowana Project
 - f. Resolution to extend timeframe of purchase agreement for the Hotel Iowana Project between Hotel Iowana Limited Partnership and the City of Creston
 - g. Resolution to extend timeframe of parking agreement between Hotel Iowana Limited Partnership and the City of Creston
 - h. Resolution to approve request for commercial tax abatement – Kim Lingle
 - i. Resolution to approve I-Jobs Program Grant Award Agreement for I & I Project

j. Resolution to approve fuel agreement with Agriland

6. **Public Forum** – *The Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*

7. **Other Items**

8. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL JANUARY 19, 2010

The Creston City Council met in regular session at 6:00 o'clock P.M. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Wynn, White, Winborn, Shelton, Wilson, Wagner and Koets.

Shelton moved seconded by Wilson to approve the agenda. All voted aye. Motion declared carried.

Winborn moved seconded by Shelton to approve the consent agenda, which included approval of minutes of regular meeting on January 5, special meeting on January 14, 2010, claims of \$184,628.16, fund transfers of \$7,500.00, beer/wine permit renewal for Kum & Go #500 and received certified list of police officer candidates from Creston Civil Service Commission. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Winborn seconded by White to set a Public Hearing for March 16, 2010 at 6:00 p.m. for tobacco hearing notices for American Legion and Creston Farm & Home and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Wilson, Wagner, Koets, Wynn, White and Winborn voted aye. Resolution declared passed.

Under Other Items Mayor Woods read a letter he received from the Iowa Municipal Finance Officer's Association regarding City Clerk Lisa Williamson's recent designation of Iowa Certified Municipal Clerk.

Mayor Woods also announced there would be a short Finance Committee meeting immediately following the Council Meeting.

City Administrator Mike Taylor announced that the City had the winning bid of \$18,001.00 at the Sheriff's Sale for the property located at 801 W. Jefferson Street for the NSP Program.

Wagner moved seconded by Winborn to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:05 P.M.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	ALAMAR UNIFORMS	CLASS B PANTS	213.65		
		IOWA TELECOM	TELEPHONE	56.32		
		KELLY TIRE & EXHAUST	8-EAGLE TIRES	743.92		
			RETURN 4 TIRES-225/60/16	284.24		
		CHAD WILKER	REPAIR PUSH BAR '08'	35.00		
		OFFICE MACHINES	FOLDERS-BANKERS BOXE	41.09		
		PETTY CASH - MAINTENANCE	#2768-TIRE REPAIR	12.00		
			#2771-RADIATOR STOP LEAK	14.00		
		RADAR ROAD TEC	CERTIFICATION-REMOTE EXCH	235.00		
		WAL-MART COMMUNITY	4-ICE SCRAPERS	12.00		
			TOTAL:	1,078.74		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-DEC'09	4,776.12
					TOTAL:	4,776.12
		FIRE PROTECTION	GENERAL FUND	IOWA TELECOM	TELEPHONE	458.81
WAL-MART COMMUNITY	SUPPLIES			96.92		
GREATER REGIONAL MEDICAL CENTER	2-ADULT T DAP			90.00		
	TOTAL:			645.73		
BUILDNG & HSNQ SAFETY	GENERAL FUND	CRESTON AUTO PARTS INC	TRANS FLUID-GARY'S C	29.94		
		IOWA TELECOM	TELEPHONE	44.94		
		OFFICE DEPOT	LASER JET CARTRIDGE	37.52		
			TOTAL:	112.40		
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC	EUTHANIZE DOG	9.50		
		MADOLE, STACIE	SUCCESSFUL ADOPTION	20.00		
		WAL-MART COMMUNITY	PUPPY FOOD-LIGHT BUL	12.24		
			SUPPLIES FOR DOOR	8.00		
			TOTAL:	49.74		
STREET LIGHTING	GENERAL FUND	ECHO GROUP INC	3 TRAFFIC SIGNAL LAMPS	4.86		
			120 TRAFFIC SIGNAL LAMPS	352.80		
			TOTAL:	357.66		
AIRPORT	GENERAL FUND	IOWA TELECOM	TELEPHONE	105.27		
		SIRWA	WATER-AIRPORT	30.75		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17		
			FUEL PROFIT	93.72		
			TOTAL:	1,583.91		
LIBRARY SERVICES	GENERAL FUND	ED M FELD EQUIP CO INC	MONITORING	72.00		
		IOWA TELECOM	TELEPHONE	82.37		
		INGRAM	BOOKS	677.13		
		IOWA LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL	285.00		
		NEW LORIMORIAN	NEWSPAPER	22.00		
		OFFICE DEPOT	SUPPLIES	55.98		
		PETTY CASH - LIBRARY	#1168-CRAYONS	1.10		
			#1169-STOPPER	1.43		
			#1170-LABELS	1.88		
			#1171-CLEANING SUPPLIES	13.65		
			#1172-WEED KILLER	3.88		
			#1173-POSTAGE	1.17		
			#1174-POSTAGE	1.31		
			#1175-PAPER PLATES	1.29		
			#1176-LAMINATING	2.50		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			#1177-TAPE	6.69
			#1178-ENVELOPES	3.88
			#1179-STAMPS	5.00
			#1180-STAMPS	4.11
			#1181-LAMINATION	1.50
			#1182-CRAFT SUPPLIES	7.73
			#1183-STAMPS	5.00
			#1184-STAMPS	4.00
			#1185-SUPPLIES	2.93
			#1186-COPIES	5.00
			#1187-SPOONS	0.99
			#1188-BINDER	4.47
			#1189-CARDS	5.35
			#1190-POSTCARDS	1.20
			#1191-BAGS	2.54
			#1192-SOAP	7.36
			#1193-DOTS	3.24
			#1194-PAPER	1.00
			TOTAL:	1,294.68
PARKS	GENERAL FUND	AD-VANCE CHEMICAL CO LTD	5 PAILS STERILANT	494.75
		AKIN BUILDING CENTER	TREATED LUMBER	24.09
		CRESTON CITY WATER WORKS	WATER-HISTORICAL COMPLEX	7.12
		IOWA TELECOM	TELEPHONE	53.81
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK VFW/FLAGS	117.47
		PETTY CASH - MAINTENANCE	#2767-U JOINT	5.20
		FASTENAL	FLOOR SCREWS-BIT	14.44
				<u>716.88</u>
ATION	GENERAL FUND	IOWA TELECOM	TELEPHONE	44.94
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.41
			TOTAL:	57.35
CEMETERY	GENERAL FUND	IOWA TELECOM	TELEPHONE	56.32
		AGRILAND FS INC	450 GAL UNL @ 2.451	1,102.95
		SIRWA	WATER-CEMETERY	30.75
			TOTAL:	1,190.02
SWIMMING POOL	GENERAL FUND	CRAIG, STEVE	CPO CLASSES-HUFF	285.00
		CRESTON CITY WATER WORKS	WATER-POOL	7.12
		IOWA TELECOM	TELEPHONE	53.81
			TOTAL:	345.93
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	1/2 VISITOR CTR JUL-DEC'09	406.23
			TOTAL:	406.23
ADMINISTRATIVE	GENERAL FUND	WOODS, WARREN	MILEAGE REIMBURSEMEN	23.00
			TOTAL:	23.00
FINANCIAL ADMINISTRATN	GENERAL FUND	IOWA TELECOM	TELEPHONE	264.65
		OFFICE DEPOT	SUPPLIES	209.14
		RAY AND ASSOCIATES INC	NEG/CONS SVCS-JAN'10	691.67
		SHRED-IT DES MOINES	1 BAG SHRED	50.00
			TOTAL:	1,215.46
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	14.99
			TOTAL:	14.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
INSURANCE (GENERAL)	GENERAL FUND	CRESTON CITY WATER WORKS	SAFETY GROUP DIVIDEN	6,416.55		
			EMC INSURANCE COMPANIES	DEDUCTIBLE-MCCOY	2,500.00	
			TOTAL:	8,916.55		
ROAD MAINTENANCE	ROAD USE TAX	ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	38.00		
			CRESTON AUTO PARTS INC	STARTER-TRK '76'	53.54	
			SPARK PLUGS-TRK '36'	12.08		
			4-LIGHT BULBS	10.56		
			FILTERS-FLUID-ANTIFR	266.80		
			TOWELS-HND CLEANER	108.72		
		CRESTON CITY WATER WORKS	WATER-BARN	7.12		
			WATER-SHOP	33.02		
		ZEE MEDICAL INC	MEDICAL SUPPLIES	28.00		
		IOWA TELECOM	TELEPHONE	178.58		
		INLAND TRUCK PARTS	SPRINGS FOR REAR	1,982.93		
		NAPA	AIR FILTER	33.07		
			SWITCH-HOSE RPR	95.81		
			3 FLOOD LAMPS-TURN F	38.75		
			CYL GAS-WELDER	68.20		
		PETTY CASH - MAINTENANCE	#2765-GRADER BOLTS	3.34		
			#2766-BULBS FOR SKID LOADE	2.82		
			#2769-MOUNT TIRES	66.00		
			#2770-FLAT REPAIR	20.00		
			#2772-POSTAGE	6.55		
		AGRILAND FS INC	1075 G UNL @ 2.501	2,688.58		
			965 G DSL #1 @ 2.581	2,490.67		
			965 G DSL #2 @ 2.366	2,283.19		
		VANDER HAAG'S INC	DOOR PANEL-BOOM TRUCK	45.00		
			TOTAL:	10,561.33		
		SNOW AND ICE CONTROL	ROAD USE TAX	F&M BODY SHOP INC	TOWING	120.00
					HALLETT MATERIALS	6.83 T ICE CONTROL
	37.48 T ICE CONTROL SAND			329.82		
	56.20 T ICE CONTROL SAND			545.12		
	7.87 T ICE CONTROL SAND			76.34		
IDE WELDING	FUEL TANK REPAIR			106.20		
NAPA	DSL TREATMENT-FILTER			142.01		
	HYDRO OIL			264.05		
	FITTINGS			15.35		
ZIEGLER INC	20-PLOW BOLTS & NUTS			149.40		
	TOTAL:			1,808.39		
ADMIN-STREETS(ENGINR)	ROAD USE TAX			IOWA TELECOM	TELEPHONE	44.94
		OFFICE DEPOT	LASER JET CARTRIDGE		37.53	
			TOTAL:	82.47		
FINANCIAL ADMINISTRATN	PAYROLL TAX BENEFI	IOWA WORKFORCE DEVELOPMENT	DUCKWORTH/BEGGS	4,074.55		
			TOTAL:	4,074.55		
SELF FUNDING INSURANCE	PAYROLL TAX BENEFI	OFFICE DEPOT	BINDERS-LIQUID PAPER	19.00		
			TOTAL:	19.00		
WINLEY PARK RENOVAT	RESTRICTED GIFTS-M	HELLO! BOOKING, INC.	DEPOSIT FOR BANDS	2,500.00		
			TOTAL:	2,500.00		
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	GALE CENGAGE LEARNING	BOOKS	725.59		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INGRAM	ANN SULLIVAN MEMORIA	90.18
			ISSB BOOKS	175.22
			BOOKS	9.75
		LANDMARK AUDIOBOOKS	AUDIO BOOKS	39.60
		PUMPKIN BOOKS	BOOKS	158.90
		STONE, LARRY A	BOOKS	35.00
			TOTAL:	1,234.24
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	COOK VIDEO & APPLIANCE	18 CUBIC FT REGRIGER	499.00
		CRESTON CITY WATER WORKS	WATER-WWTP	245.80
			1/2 ONE CALLS-DEC'09	25.65
		IOWA TELECOM	TELEPHONE	461.42
		HACH COMPANY	12-SAMPLE BOTTLES	188.63
		CHAD WILKER	TIRE REPAIR	10.00
		NAPA	BOLTS-FITTINGS-PAINT	17.75
		OFFICE DEPOT	FAX PRINTER CARTRIDG	47.36
		PETTY CASH - SANITATION	#497241-DRILL BIT	6.99
			#497242-CONCRETE SCREWS	5.42
			#497243-WRIST WRAP	9.99
			#497244-THREAD ROD	7.79
			#497245-SUPPLIES	3.94
			#497246-OFFICE SUPPLIES	55.18
		UPS	POSTAGE	19.50
		VEENSTRA & KIMM INC	ENG SVCS DURING CONSTR	2,688.00
			TOTAL:	4,292.42
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON VET CLINIC PC	NEUTER DOG	95.95
			NEUTER CAT-D JORDAN	59.00
			ANTIBOTICS FOR POUND DOG	24.72
			SPAY/VACC CAT	118.55
			LEUKEMIA TEST & FIV TEST	48.95
			EXAMINE EYE ON POUND CAT	66.90
			TOTAL:	414.07

===== FUND TOTALS =====

001	GENERAL FUND	22,785.39
110	ROAD USE TAX	12,452.19
112	PAYROLL TAX BENEFIT	4,093.55
166	RESTRICTED GIFTS-MCKNLY P	2,500.00
167	RESTRICTED GIFTS-LIBRARY	1,234.24
610	SEWER OPERATING FUND	4,292.42
953	ANIMAL SHELTER *AGENCY FU	414.07
GRAND TOTAL:		\$47,771.86

CITY OF CRESTON
 MANUAL CHECKS/DEBITS – PERIOD ENDING 02/02/10

NO DEPT ENTERED			
ELECTRONIC FEDERAL TAX	TAX DEPOSIT		12,854.42
IOWA DEPT OF REVENUE	STATE TAX		6,438.00
IPERS	PENSION		9,619.21
TOTAL ADMINISTRATIVE SVC	FLEX		906.11
COLLECTION SERVICES			259.75
NO DEPT ENTERED	TOTAL	\$ 30,077.49	
LIBRARY			
US POST OFFICE	STAMPS		500.00
LIBRARY	TOTAL	\$ 500.00	
RESTRICTED MCKINLEY PARK			
MARK HUFF	BOWLING PAYOUT		1,100.00
RESTRICTED MCKINLEY PARK	TOTAL	\$ 1,100.00	
FINANCIAL ADMINISTRATION			
UNION CO SHERIFF	SHERIFF SALE		18,001.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 18,001.00	
SELF FUNDING INSURANCE			
AMERICAN ADMINIS – CLAIMS (2)	INV CHECK RUN		22,618.71
SELF FUNDING INSURANCE	TOTAL	\$ 22,618.71	
GRAND TOTALS		\$ 72,297.20	

FUND TRANSFERS FOR PERIOD ENDING:

02/03/10
POSTING DATE

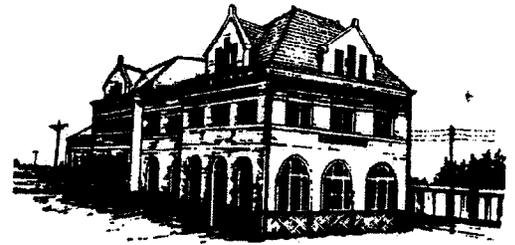
ACTG PER GLJ NO.

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 406.23	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 6910	406.23	
			009 1110		406.
	FOR: 1/2 VISITOR CTR UTILITIES		001 1110	406.23	
	VENDOR: UNION CO ECONOMIC DEVELOPMENT		001 4830		406.
\$ 406.23	TOTAL - TRANSFERS		HASH TOTALS:	\$ 812.46	\$ 812.46

CRESTON POLICE DEPARTMENT

302 N. Pine Street Creston, IA 50801-0449
Phone 641-782-8402 • Fax 641-782-8404



Creston's Restored Depot and City Hall

To: Lisa Williamson, City Clerk

From: Paul Ver Meer, Chief of Police

Subj: Janet Hayes

Date: January 14, 2010

Lisa,

As you requested I have looked into any past violations by this individual that would block her request for a new liquor license. I have found no alcohol violations for Ms. Hayes within the past year. I find no reason why a license should not be issued to Janet Hayes.

Respectfully,

Paul Ver Meer
Chief of Police

TO THE CITY COUNCIL-FIRE CHIEF'S REPORT

Class C Liquor License, Outdoor Service and Sunday Sales Permits

Fire Chief's Recommendation for Application By:

Hayes Concessions Contact person: Janet Hayes

Address: 800 Laurel St. Telephone: _____

Remarks by Fire Chief: Minor deficiencies to be
Corrected by Super tel

Recommendation to City Council:

Approval of Application Disapproval of Application* _____

*Explain reason in remarks above

1-28-10
Date

[Signature]
Fire Chief's - Signature

Application received by City Clerk's Office: 01.14.10

Application will be presented to City Council: 02.02.10

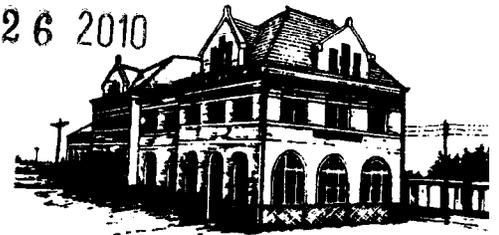
Please file report with City Clerk's Office by: 01.28.10

Applicant's license expires: —

City of
CRESTON, IOWA

116 W. ADAMS + + + P.O. Box 449
CRESTON, IOWA 50801-0449

REC'D JAN 26 2010



Creston's Restored Depot

MAYOR/CLERK
641-782-2000

CITY ATTORNEY
641-782-7007

PUBLIC WORKS
641-782-5410

BUILDING DEPT.
641-782-2618

FAX
641-782-6377

~~December 15, 2009~~

JANUARY 25, 2009

RE: **CRESTON FARM & HOME**
408 South Sumner Avenue
Creston, IA 50801

Dear City Council:

I have received a signed Acknowledgment/Settlement Agreement regarding the violation of tobacco laws by the above captioned permittee. A copy is enclosed for your records.

I have also enclosed an Order form, accepting this agreement in lieu of a public hearing and concluding this matter. Please approve and sign this Order at your next regularly scheduled meeting. The Original signed Order should then be sent to the permit holder. A copy should be returned to me, **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.**

Thank you for your assistance. Please call me at **(641)782-7007** if you have any questions.

Yours very truly,


Arnold O. Kenyon, III
City Attorney

AOK,III/mack

Enclosure

cc: Mayor Warren Woods

#city

Prepared by: KENYON & NIELSEN, P.C. 211 North Maple, Creston, IA 50801 (641)782-7007

RESOLUTION NO. 102 - 10

RESOLUTION FOR APPROVING THE ACKNOWLEDGMENT AND SETTLEMENT AGREEMENT:

WHEREAS, a public hearing had been set for MARCH 16, 2010 in regard to the hearing complaint violation filed against **Farm & Home** for violating the tobacco statutes;

WHEREAS, a representative of **Farm & Home** has executed an Acknowledgment and Settlement Agreement and request imposition of a 30 day suspension of their tobacco permit commencing February 15, 2010, in lieu of participating in the hearing on this date;

WHEREAS, it would be appropriate at this time to approve the Acknowledgment and Settlement Agreement and direct the Mayor to execute the Order Accepting the Agreement.

BE AND IT IS HEREBY RESOLVED that the Acknowledgment and Settlement Agreement shall be approved and the Mayor shall be authorized to execute the Order approving same.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

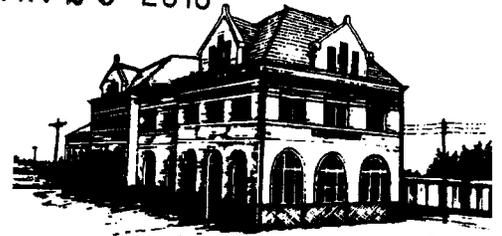
PASSED AND APPROVED this 2nd day of FEBRUARY, 20 10.

WARREN WOODS
Mayor, City of Creston

REC'D JAN 29 2010

City of
CRESTON, IOWA

116 W. ADAMS + + + P.O. Box 449
CRESTON, IOWA 50801-0449



Creston's Restored Depot

MAYOR/CLERK 641-782-2000	CITY ATTORNEY 641-782-7007	PUBLIC WORKS 641-782-5410	BUILDING DEPT. 641-782-2618	FAX 641-782-6377
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~~December 15, 2009~~
JANUARY 29, 2010

RE: **AMERICAN LEGION**
119 North Walnut
Creston, IA 50801

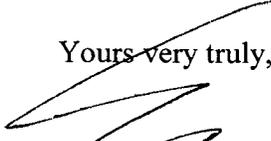
Dear City Council:

I have received a signed Acknowledgment/Settlement Agreement regarding the violation of tobacco laws by the above captioned permittee. A copy is enclosed for your records.

I have also enclosed an Order form, accepting this agreement in lieu of a public hearing and concluding this matter. Please approve and sign this Order at your next regularly scheduled meeting. The Original signed Order should then be sent to the permit holder. A copy should be returned to me, **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.**

Thank you for your assistance. Please call me at **(641)782-7007** if you have any questions.

Yours very truly,


Arnold O. Kenyon, III
City Attorney

AOK,III/mack

Enclosure

cc: Mayor Warren Woods

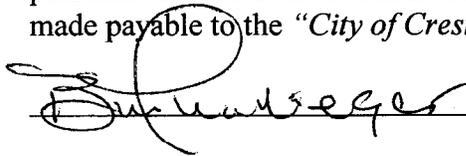
#city

BEFORE THE CRESTON CITY COUNCIL

<p>IN RE:</p> <p>AMERICAN LEGION 119 North Walnut Creston, IA 50801</p>	<p>ACKNOWLEDGMENT SETTLEMENT AGREEMENT 1ST VIOLATION</p>
--	--

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300.00 made payable to the "City of Creston" to settle the above reference complaint.



1-26-10
DATE

NOTE: *This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.*

*If you decide to sign this **ACKNOWLEDGMENT/SETTLEMENT AGREEMENT** and waive your appearance at a hearing, this document, properly signed and dated, along with you \$300.00 check made payable to the "City of Creston", should be returned to: **Arnold O. Kenyon, III, Creston City Attorney, 211 North Maple, Creston, IA 50801.***

Prepared by: KENYON & NIELSEN, P.C. 211 North Maple, Creston, IA 50801 (641)782-7007

RESOLUTION NO. 103 - 10

RESOLUTION FOR APPROVING THE ACKNOWLEDGMENT AND SETTLEMENT AGREEMENT:

WHEREAS, a public hearing had been set for MARCH 16, 2010 in regard to the hearing complaint violation filed against **American Legion** for violating the tobacco statutes;

WHEREAS, a representative of **American Legion** has executed an Acknowledgment and Settlement Agreement and paid the \$300.00 payment in lieu of participating in the hearing on this date;

WHEREAS, it would be appropriate at this time to approve the Acknowledgment and Settlement Agreement and direct the Mayor to execute the Order Accepting the Agreement.

BE AND IT IS HEREBY RESOLVED that the Acknowledgment and Settlement Agreement shall be approved and the Mayor shall be authorized to execute the Order approving same.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

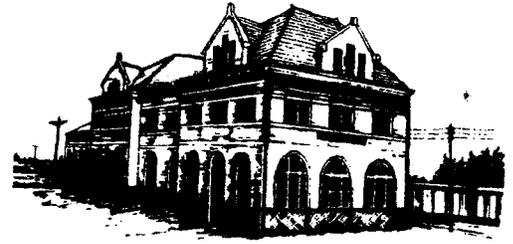
BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 2nd day of FEBRUARY, 2010.

WARREN WOODS
Mayor, City of Creston

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

February 3, 2010

Dave Vaske
Tax Credit Manager
Iowa Finance Authority
2015 Grand Avenue
Des Moines, IA 50312

Dear IFA Staff and Board;

The City Council of Creston met on February 2nd and passed with unanimous consent wishes to offer their support for the Iowana Hotel Project located at 203 West Montgomery Street in Creston.

Creston has preference for this low income housing tax credit project over other tax credits projects proposed in our city because this structure has been in a chronic state of disrepair for at least 20 years, and needs immediate attention if it is to be upgraded from the eyesore and potentially dangerous state that this building has become. In addition, this would help revitalize uptown Creston because of the beautification of this uptown location, the activity surrounding tenants in 24 new apartments, and just the overall uplifting atmosphere this project will bring, and will surely generate more development for the area.

If there is any further information that you would like please feel free to contact me.

Sincerely and Enthusiastically

Warren Woods
Mayor
City of Creston, Iowa

RESOLUTION NO. 104 – 10

RESOLUTION AUTHORIZING THE MAYOR TO SIGN LETTER OF SUPPORT TO THE IOWA FINANCE AUTHORITY FOR THE HOTEL IOWANA PROJECT:

WHEREAS, the Hotel Iowa Limited Partnership is in the process of re-applying for tax credits from the Iowa Finance Authority for the Hotel Iowa Project, and;

WHEREAS, the Hotel Iowa Limited Partnership has requested a letter of support from the Mayor and Council, and;

WHEREAS, the Council agrees it is in the best interest of all involved to authorize the Mayor to sign a letter of support to the Iowa Finance Authority for the Hotel Iowa Project.

BE AND IT IS HEREBY RESOLVED that the Creston City Council's authorization for the Mayor to sign a letter of support to the Iowa Finance Authority for the Hotel Iowa Project shall be and is hereby approved.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 2nd day of February 2010.

**SECOND AMENDMENT TO THE PURCHASE AGREEMENT
BY AND BETWEEN
HOTEL IOWANA LIMITED PARTNERSHIP
AND
THE CITY OF CRESTON, IOWA**

THIS SECOND AMENDMENT TO THE PURCHASE AGREEMENT BY AND BETWEEN HOTEL IOWANA LIMITED PARTNERSHIP AND THE CITY OF CRESTON, IOWA (the "Second Amendment") is made and entered into effective as of February 2, 2010 by and between the undersigned parties.

RECITALS

WHEREAS, Hotel Iowa Limited Partnership ("Buyer") and the City of Creston, Iowa ("Seller") entered into a Purchase Agreement (the "Agreement") on May 6, 2008 for the building commonly known as The Hotel Iowa, located in Creston, Iowa (the "Real Property"), as described in Exhibit A attached hereto; and

WHEREAS, Buyer and Seller amended the Agreement on June 16, 2009 (the "First Amendment") to allow longer timeframes under Section 3 of the Agreement; and

WHEREAS, Buyer and Seller desire to further modify the Agreement to allow extended timeframes under Section 3 of the Agreement.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Replace June 1, 2010 with December 31, 2010 in Section 3 of the Agreement.
2. All other terms and conditions in the Agreement shall remain in full force and effect, pending future amendments to the Agreement, if any.

IN WITNESS WHEREOF, this Second Amendment has been executed as of February 2, 2010.

BUYER:

Hotel Iowa Limited Partnership,
an Iowa limited partnership
MetroPlains Partners, LLC
Its General Partner

BY: _____
Its: Co-President

SELLER:

City of Creston,
an Iowa municipal corporation

BY: _____
Its: Mayor

BY: _____
Its: City Clerk

EXHIBIT A

**Real Property
Legal Description**

O.P. Sub Div 218-219-220 Lots 1-2-3. 203 West Montgomery Street, Creston, Iowa.

**FIRST AMENDMENT TO THE PARKING AGREEMENT
BY AND BETWEEN
HOTEL IOWANA LIMITED PARTNERSHIP
AND
THE CITY OF CRESTON, IOWA**

THIS FIRST AMENDMENT TO THE PARKING AGREEMENT BY AND BETWEEN HOTEL IOWANA LIMITED PARTNERSHIP AND THE CITY OF CRESTON, IOWA (the "First Amendment") is made and entered into effective as of February 2, 2010 by and between the undersigned parties.

RECITALS

WHEREAS, Hotel Iowa Limited Partnership ("Hotel Iowa LP") and the City of Creston, Iowa (the "City") entered into a Parking Agreement (the "Parking Agreement") on October 28, 2008 for twenty-four (24) parking spaces in the parking lot at the corner of the intersection of Montgomery Street and Pine Street in Creston, Iowa (together, the "Parking Spaces" and the "Parking Lot"), as described in Exhibit A attached hereto; and

WHEREAS, Hotel Iowa LP and the City desire to modify the Parking Agreement to allow a longer timeframe under Paragraph 8 of the Parking Agreement.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Replace January 1, 2010 with December 31, 2010 in Paragraph 8 of the Parking Agreement.
2. All other terms and conditions in the Parking Agreement shall remain in full force and effect, pending future amendments to the Parking Agreement, if any.

IN WITNESS WHEREOF, this First Amendment has been executed as of February 2, 2010.

Hotel Iowa Limited Partnership,
an Iowa limited partnership
MetroPlains Partners, LLC
Its General Partner

BY: _____
Its: Co-President

City of Creston,
an Iowa municipal corporation

BY: _____
Its: Mayor

BY: _____
Its: City Clerk

EXHIBIT A

**Real Property
Legal Description**

Lot 327 through Lot 329, inclusive, all in the Original Town of Creston, Union County, Iowa.

APPLICATION FOR TAX ABATEMENT FOR THE
CITY OF CRESTON
FOR QUALIFIED COMMERCIAL REAL ESTATE

PLEASE TYPE OR PRINT:

APPLICANT (Owner of Record):

Creston Plaza Apts. Phase II

STREET ADDRESS: 9201 Ward Parkway Suite 310 Kansas City, MO 64

MAILING ADDRESS (if different):

CITY: Kansas City STATE: MO PHONE: 816 569 6430

Name of Other Owners of Record (if any):

LEGAL DESCRIPTION:

Attached

EXISTING PROPERTY USE:

Single-family Residential Vacant

Multi-residential (Commercial); Multi-family (includes duplexes)

CURRENT PROPERTY VALUE (from Assessor's Records):

Land Value: \$ 9,690 Building Value: \$ 86,610

TYPES OF QUALIFYING IMPROVEMENTS: (Check One)

New Construction on vacant land Replacement of existing structure(s)
 Additions to existing structures Rehabilitation of existing structure(s)

BRIEF DESCRIPTION OF PROJECT:

New Construction of 24 unit family apartment complex

ESTIMATED OR ACTUAL COSTS OF IMPROVEMENTS:

Dollar Value: \$ 2,400,000 Start Date: JAN 2008

Estimated or Actual Completion Date: March 2009
(Circle One)

Please Note: No change may be made once an application is approved and an exemption is granted.

ACKNOWLEDGEMENTS:

1. A copy of the building permit (if required) is attached.
2. The property to which improvements are made to conform to the Creston Zoning Ordinance, and anticipated improvements conform to the Ordinance for Tax Abatement for Qualified Real Estate as adopted on March 8, 1994.
3. The Applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining an exemption from taxes on improvements and/or new construction, and is true and complete to the best of the Applicant's knowledge.

Applicant's Signature: [Signature] Date: 1-26-10

CITY COUNCIL ACTION:

Approved Resolution Number: _____ Date: _____
 Disapproved Date: _____

Reason for Disapproval: _____

COUNTY ASSESSOR ACTION:

Reviewed and Approved Date: _____ Initialed By: _____

Assessed Valuation of Improvements: \$ _____

Reviewed and Disapproved: Date: _____ Initialed By: _____

Reason for Disapproval: _____

NOTIFICATION OF DETERMINATION:

Notification of determination was forwarded to the Applicant on: _____

Notification of determination was forwarded to the City of Creston on: _____

Project Name: 07-01 – Creston Plaza Apts., L.P. Phase II
Land Use Restrictive Covenant
Low-Income Housing Tax Credit Program
Page 16

EXHIBIT A

A tract of land in the South Half of Section 12, Township 72 North, Range 31 West of the 5th Principal Meridian, also being part of Lots Nine (9) and Ten (10) of the Subdivision of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), Township Seventy-two (72) North, Range Thirty-one (31) West of the 5th P.M. in the City of Creston, Union County, Iowa, being more particularly described as follows:

Beginning at the Southwest corner of said Lot Nine in the Subdivision of the North Half of the Southeast Quarter and the North Half of the Southwest Quarter of said Section 12; thence North 00 degrees 00 minutes 00 seconds East, along the West line of said Lot Nine, a distance of 217.99 feet; thence North 88 degrees 57 minutes 30 seconds East, a distance of 375.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 260.00 feet; thence North 88 degrees 57 minutes 30 seconds East, a distance of 120.00 feet; thence South 01 degrees 02 minutes 30 seconds East, a distance of 260.00 feet; thence South 37 degrees 23 minutes 56 seconds West, a distance of 291.31 feet, to the Southeast corner of the West Half of said Lot Nine; thence North 89 degrees 13 minutes 13 seconds West, along the South line of said Lot Nine, a distance of 322.74 feet, to the point of beginning.

RESOLUTION NO. 107 – 10

RESOLUTION TO APPROVE COMMERCIAL TAX ABATEMENT:

WHEREAS, MBL Development Co. (Kim Lingle), for Creston Plaza Apts. Phase II, has filed an application for a commercial tax abatement following the procedures and requirements set forth in the commercial tax abatement ordinance, and;

WHEREAS, Mr. Lingle has filed an application for commercial tax abatement that is consistent with the requirements of the commercial tax abatement ordinance, and;

WHEREAS, the application has been reviewed by the Creston City Council and the Public Works staff, and;

WHEREAS, it is apparent that the application complies with the requirements and procedures of the commercial tax abatement ordinance.

BE AND IT IS HEREBY RESOLVED that an application for commercial tax abatement as filed for new construction of a 24-unit family apartment complex on vacant land, to wit:

A tract of land in the South Half of Section 12, Township 72 North, Range 31 West of the 5th Principal Meridian, also being part of Lots Nine (9) and Ten (10) of the Subdivision of the North Half of the Southeast Quarter (N ½ SE ¼), and the North Half of the Southwest Quarter (N ½ SW ¼) of Section Twelve (12), Township Seventy-two (72) North, Range Thirty-one (31) West of the 5th P.M. in the City of Creston, Union County, Iowa,

shall be and is hereby approved.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.



FS FIRM PRICE LIQUID FUEL AGREEMENT

[SPRING]

Year Long

Issue Date 1/29/10

Return Contract To:
 AGRILAND FS, Inc.
 421 N. 10th St.
 Winterset, IA 50273
 Winterset Office: (515) 462-2644

Your email address for weekly updates:

Contract # _____

Customer Number # 1153595

Name: City of Creson

Address: _____

City: _____ State: _____ Zip: _____

I AGREE TO PURCHASE 13000 GALLONS OF #2 Diesel Unleaded Unleaded w/ Ethanol
 FOR DELIVERY DURING THE MONTHS March 1, 2010 THROUGH June 30, 2010 ("End Date").

AGRILAND FS, Inc. Offers Two Price and Options:
 (PLEASE MARK & INITIAL YOUR SELECTED OPTION)

- OPTION 1: Firm Price Prepaid Plan (P350)**
- 100% Prepaid \$ _____ per gallon
- + Fuel Taxes & Fees \$ _____
- + Additives \$ _____ Dieselelex Gold
- Total price per gallon = \$ _____ x _____ gallons

Taxes & Fees Reference:	
Federal LUST / HazMat Fee (all products REQUIRED)	\$0.006 / gal.
State & Federal Tax (Diesel)	\$0.468 / gal.
State & Federal Tax (Unleaded)	\$0.393 / gal.
State & Federal Tax (Unleaded w/Ethanol)	\$0.373 / gal.

Total Pre-Payment Amount: \$ _____ Payment by check must be included with this option.

Option 1: Make Check Payable to AGRILAND FS, Inc.

* _____
 Customer Initials-Option 1

OPTION 2: Firm Price Deferred Plan

Agriland FS locks in your requested gallons of Liquid Fuel at a firm price of \$ 2.34 per gallon plus applicable additive, applicable taxes and fees. Customer receives the benefit of a firm price and convenience of paying off a regular statement following Liquid Fuel delivery.

I understand that the **Non-Refundable Down Payment** of: \$ _____ (_____ gallons x 30¢) is due to Agriland FS and **will be billed to my account** to lock in the price.

Option 2: Do Not Send Payment With This Option!

Billed Each Time You Receive Liquid Fuel: \$ 2.34 + Dieselelex Gold additive + applicable fuel taxes & fees.)

* _____
 Customer Initials-Option 2

(*Applicable taxes and fees, which include State & Federal Tax, Federal LUST / HazMat Fee, are subject to change.)

I have read & accepted the terms and conditions above and those included on the reverse side of this Agreement and wish to purchase Liquid Fuel in accordance with this FS Firm Price Liquid Fuel Agreement.

Signed:

(Signature)
 Customer Signature

MASON FRY
 Liquid Fuel Specialist

(Signature)
 General Manager or Energy Sales Manager
 12.16



FS FIRM PRICE LIQUID FUEL AGREEMENT [SPRING]

Issue Date 1/29/10

Contract # _____
Customer Number # 1153595
Name: CITY OF CRESTON
Address: _____
City: _____ State: _____ Zip: _____

Return Contract To:

AGRILAND FS, Inc.
421 N. 10th St.
Winterset, IA 50273
Winterset Office: (515) 462-2644

Your email address for weekly updates: _____

I AGREE TO PURCHASE 5500 GALLONS OF #2 Diesel Unleaded Unleaded w/ Ethanol
FOR DELIVERY DURING THE MONTHS March 1, 2010 THROUGH June 30, 2010 ("End Date").

AGRILAND FS, Inc. Offers Two Price and Options:
(PLEASE MARK & INITIAL YOUR SELECTED OPTION)

OPTION 1: Firm Price Prepaid Plan (P350)

100% Prepaid \$ _____ per gallon
+ Fuel Taxes & Fees \$ _____
+ Additives \$ _____ Dieselelex Gold
Total price per gallon = \$ _____ x _____ gallons

Taxes & Fees Reference:	
Federal LUST / HazMat Fee (all products REQUIRED)	\$0.006 / gal.
State & Federal Tax (Diesel)	\$0.463 / gal.
State & Federal Tax (Unleaded)	\$0.393 / gal.
State & Federal Tax (Unleaded w/Ethanol)	\$0.373 / gal.

Total Pre-Payment Amount: \$ _____ Payment by check must be included with this option.

Option 1: Make Check Payable to AGRILAND FS, Inc.

* _____
Customer Initials-Option 1

OPTION 2: Firm Price Deferred Plan

Agriland FS locks in your requested gallons of Liquid Fuel at a firm price of \$ 2.30 per gallon plus applicable additive, applicable taxes and fees. Customer receives the benefit of a firm price and convenience of paying off a regular statement following Liquid Fuel delivery.

I understand that the **Non-Refundable Down Payment** of: \$ _____
(_____ gallons x 30¢) is due to Agriland FS and **will be billed to my account** to lock in the price.

Option 2: Do Not Send Payment With This Option!

Billed Each Time You Receive Liquid Fuel: \$ 2.30 + Dieselelex Gold additive + applicable fuel taxes & fees.)

* _____
Customer Initials-Option 2

(*Applicable taxes and fees, which include State & Federal Tax, Federal LUST / HazMat Fee, are subject to change.)

I have read & accepted the terms and conditions above and those included on the reverse side of this Agreement and wish to purchase Liquid Fuel in accordance with this FS Firm Price Liquid Fuel Agreement.

Signed:

[Signature]
Customer Signature

Mason Fly
Liquid Fuel Specialist

[Signature]
General Manager or Energy Sales Manager



FS FIRM PRICE LIQUID FUEL AGREEMENT

[FALL]

Issue Date 1/29/10

Return Contract To:

AGRILAND FS, Inc.
421 N. 10th St.
Winterset, IA 50273
Winterset Office: (515) 462-2644

Your email address for weekly updates:

Contract # _____

Customer Number # 1153595

Name: CITY OF CEESION

Address: _____

City: _____ State: _____ Zip: _____

4500

I AGREE TO PURCHASE ~~4500~~ 4500 GALLONS OF #2 Diesel Unleaded Unleaded w/ Ethanol
FOR DELIVERY DURING THE MONTHS July 1, 2010 THROUGH November 30, 2010 ("End Date").

AGRILAND FS, Inc. Offers Two Price and Options:
(PLEASE MARK & INITIAL YOUR SELECTED OPTION)

OPTION 1: Firm Price Prepaid Plan (P350)

100% Prepaid \$ _____ per gallon
+ Fuel Taxes & Fees \$ _____
+ Additives \$ _____ Dieselex Gold
Total price per gallon = \$ _____ x _____ gallons

Taxes & Fees Reference:	
Federal LUST / HazMat Fee (all products REQUIRED)	\$0.006 / gal.
State & Federal Tax (Diesel)	\$0.468 / gal.
State & Federal Tax (Unleaded)	\$0.393 / gal.
State & Federal Tax (Unleaded w/Ethanol)	\$0.373 / gal.

Total Pre-Payment Amount: \$ _____ Payment by check must be included with this option.

Option 1: Make Check Payable to AGRILAND FS, Inc.

* _____
Customer Initials-Option 1

OPTION 2: Firm Price Deferred Plan

AgriLand FS locks in your requested gallons of Liquid Fuel at a firm price of \$ 2.44 per gallon plus applicable additive, applicable taxes and fees. Customer receives the benefit of a firm price and convenience of paying off a regular statement following Liquid Fuel delivery.

I understand that the Non-Refundable Down Payment of: \$ _____
(_____ gallons x 30¢) is due to AgriLand FS and will be billed to my account to lock in the price.

Option 2: Do Not Send Payment With This Option!

Billed Each Time You Receive Liquid Fuel: \$ 2.44 + Dieselex Gold additive + applicable fuel taxes & fees.)

* _____
Customer Initials-Option 2

(*Applicable taxes and fees, which include State & Federal Tax, Federal LUST / HazMat Fee, are subject to change.)

I have read & accepted the terms and conditions above and those included on the reverse side of this Agreement and wish to purchase Liquid Fuel in accordance with this FS Firm Price Liquid Fuel Agreement.

Signed:

[Signature]
Customer Signature

Mason Fry
Liquid Fuel Specialist

[Signature]
General Manager or Energy Sales Manager

RESOLUTION NO. 109-10

RESOLUTION TO APPROVE A FIRM FUEL AGREEMENT WITH AGRILAND FS, INC.:

WHEREAS, Agriland FS, Inc., has offered a Firm Fuel Agreement to the City of Creston, and;

WHEREAS, the firm prices offered are as follows –

- 13,000 gallons of Gasohol \$2.34/gal March 1, 2010 – November 30, 2010
- 5,500 gallons of DX \$2.30/gal March 1, 2010 – June 30, 2010
- 4,500 gallons of DX \$2.44/gal July 1, 2010 – November 30, 2010

, and;

WHEREAS, the Creston City Councils agrees it is in the best interest of the City to approve the Firm Fuel Agreement with Agriland FS, Inc.

BE AND IT IS HEREBY RESOLVED that the Creston City Council does approve the Firm Fuel Agreement with Agriland FS, Inc.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this 2nd day of February 2010.

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Terri Koets				
Larry Wynn				
Randy White				
Loyal Winborn				
Betty Shelton				
Marsha Wilson				
Larry Wagner				

ATTEST:

 WARREN WOODS
 MAYOR, CITY OF CRESTON

 LISA WILLIAMSON
 CITY CLERK

**IOWA JOBS PROGRAM
GRANT AWARD AGREEMENT**

**COMPETITIVE GRANT
OF
\$686,250
TO City of Creston
BY THE IOWA JOBS BOARD**

TOTAL AMOUNT OF GRANT: \$686,250

RECIPIENT: City of Creston

AGREEMENT EFFECTIVE DATE: _____

THIS IOWA JOBS GRANT AWARD AGREEMENT ("Agreement") is made by and between the **Iowa Jobs Board** ("Board" or "Iowa Jobs"), the **Iowa Finance Authority**, ("Authority"), and **City of Creston** ("Grantee").

WHEREAS, the Iowa Jobs Program was established by the Iowa Legislature and the Governor of Iowa pursuant to 2009 Iowa Acts Senate File 376 (the "Act") to assist in recovery from the disasters of 2008 and in economic recovery.

WHEREAS, the Act provides for both competitive and non-competitive grants.

WHEREAS, the Grantee submitted an application (the "Application") to the Iowa Jobs board requesting assistance in financing its project as specified in the Act (the "Project").

WHEREAS, Iowa Jobs scored the application and made a determination to award it a grant pursuant to the Iowa Jobs Program.

WHEREAS, the Board, on August 31, 2009, voted to award a grant (the "Grant" of up to Six Hundred Eighty Six Thousand Two Hundred Fifty Dollars and No Cents (US \$686,250) to Grantee, subject to the terms and conditions set forth herein; the Grant equals seventy five percent (75.00%) of the projected cost of the Project (the "Applicable Percentage.")

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Iowa Jobs Board, the Authority, and the Grantee agree to the following terms of this Agreement.

ARTICLE 1
IDENTITY OF THE PARTIES

- 1.1 The Board is a public instrumentality of the State of Iowa that was created by the Act to organize, establish, oversee and approve the administration of the Iowa Jobs Program. The Board is located for administrative purposes within the Authority. The address for both the Board and the Authority is 2015 Grand Avenue, Des Moines, IA 50319.
- 1.2 The Authority is a public instrumentality and agency of the state of Iowa charged by the Act with, *inter alia*, providing the Board with assistance in implementing administrative functions, negotiating contracts, and providing project follow up.
- 1.3 The Grantee is a City. Its address is PO Box 102 101 E. Montgomery St., Creston, IA 50801.
- 1.4 The Project, as approved by the Board, shall consist of the components described in Exhibit A. All Project components described in Exhibit A shall be developed by and under the control of the Grantee.
- 1.5 The Project shall be constructed on the real property legally described in Exhibit B ("Grantee's Real Property").

ARTICLE 2
AGREEMENT AMONG THE PARTIES

The Grantee shall be responsible for ensuring that the Project is financed, constructed and maintained in accordance with this Agreement. In consideration of the foregoing, the Board, having reviewed the Application and finding it acceptable, pursuant to the Act awards a grant not to exceed Six Hundred Eighty Six Thousand Two Hundred Fifty Dollars and No Cents (US \$686,250) to the Grantee, all subject to the terms and conditions of this Agreement.

ARTICLE 3
AGREEMENT DURATION

This Agreement shall be in effect for a period of twenty (20) years from the Agreement effective date.

ARTICLE 4
AGREEMENT ELEMENTS

This Agreement shall include as integral parts hereof:

- 1) Exhibits A – Application, as submitted to the Board
- 2) Exhibits B – Legal Description of Grantee's Real Property
- 3) Exhibit C – Sources of Funds and projected replacement value of Project upon completion

- 4) Exhibit D – Form of Request for Disbursement
- 5) Exhibit E – Form of Opinion of the Grantee’s Legal Counsel
- 6) Exhibit F – Electronic Payment Instruction Form
- 7) Exhibit G – Certificate Regarding Expenditures

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, such inconsistency or conflict shall be resolved as follows: First by giving preference to the specific provisions of this document; second, by giving preference to the provisions of the exhibits.

ARTICLE 5 **FUNDING**

The sole funding source for the Grant shall be funds legally available from the Iowa Jobs Fund established pursuant to the Act. The funds of the State of Iowa, other than those held in the Iowa Jobs Restricted Capitals Fund (“Iowa Jobs Fund”), shall under no circumstances be obligated or available to meet any obligations of the Board or the Authority under this Agreement. This Agreement shall not constitute an obligation or debt of the Board, the Authority, or the State, except to the extent expressly described herein from monies held in the Iowa Jobs Fund that are legally available for such purposes. Any termination, reduction or delay of funds available to the Board or the Authority due, in whole or in part, to (i) a deappropriation of revenues previously appropriated to the Board by the legislature, or (ii) any other reason beyond the control of the Board or the Authority, may, in the Board’s discretion, result in the termination, reduction or delay of the disbursement of funds to the Grantee.

ARTICLE 6 **AWARD OF GRANT**

In consideration of the Grantee’s promise that the Project will be financed, constructed, operated, and maintained, the Board, subject to the terms and conditions set forth herein, awards the Grant, not to exceed Six Hundred Eighty Six Thousand Two Hundred Fifty Dollars and No Cents (US \$686,250), to the Grantee to assist in the construction of the Project. In the event that additional funding, beyond that identified in Exhibit C, is received by the Grantee for the Project or if the Project’s cost of construction is less than set forth in Exhibit A, the Grant Amount may be adjusted downward at the Board’s discretion. If the cost of construction is greater than set forth in Exhibit A, Grantee shall be responsible for such additional costs.

ARTICLE 7 **CONDITIONS TO GRANT AND DISBURSEMENTS**

7.1 CONDITIONS. The following conditions must be met prior to any disbursement:

7.1.1 EXECUTION. This Agreement shall have been properly executed and returned to the Authority.

7.1.2 **FINANCIAL COMMITMENTS.** The Grantee shall obtain, to the satisfaction of the Authority, all other legally binding financial commitments necessary to complete the Project, as set forth on Exhibit C.

7.1.3 **GRANTEE DOCUMENTATION.** Prior to the disbursement of any funds to it pursuant hereto, the Grantee shall submit the following documents to the Authority:

7.1.3.1 A resolution of the Grantee's **City Council** authorizing the execution and delivery by the Grantee of this Agreement and such other documents as the Board or the Authority may reasonably require, and specifying the officers authorized to execute the Agreement and such other documents that are necessary to bind the Grantee to the terms of this Agreement.

7.1.3.2 A written opinion of the Grantee's legal counsel, in the form attached hereto as Exhibit E, opining that: (i) this Agreement has been duly authorized, executed and delivered by the Grantee and constitutes a valid, legal and binding obligation, enforceable in accordance with its terms, (ii) the Grantee is obligated to perform in accordance with the Agreement, including performance of all future conditions and payments, (iii) the Agreement does not violate any constitutional, statutory, or other limitations placed on the Grantee, and (iv) the Grantee has good, indefeasible and merchantable title to and ownership or valid rights under easement or lease of the Grantee's Real Property free and clear of all known liens, claims, security interests, and encumbrances except those of record of which the Authority has been given actual notice in writing and which the Authority has found acceptable.

7.1.3.3 A completed and fully executed Certificate Regarding Expenditures, in the form attached hereto as Exhibit G, as such form may be revised by the Authority from time to time.

7.1.4 **ENVIRONMENTAL ASSESSMENT.** Grantee shall cause a phase 1 environmental assessment of the Project site(s) to be performed (unless the Authority agrees in writing that such an assessment is not necessary) and shall provide a copy of such assessment to the Authority. If, in the Authority's judgment, the phase 1 assessment so merits, the Authority may require additional environmental assessments to be performed and satisfactory results reported prior to funds being disbursed.

ARTICLE 8 **DISBURSEMENT OF FUNDS**

8.1 DISBURSEMENT.

The Grantee shall request disbursements by submitting the request form set forth as Exhibit D hereto, as the same may be modified from time to time by the Authority, to the Authority itemizing the Grantee's total actual allowable expenses, and attaching supporting invoices. "Allowable expenses" shall mean costs directly incurred by the Grantee for the design, development, or construction of the Project. Expenses shall be

documented in a manner acceptable to the Authority. Each Disbursement Request Form shall be signed by two authorized officers or employees of the Grantee.

The Authority will review the request and, if acceptable to the Authority, the Authority shall notify the Treasurer of State that a disbursement should be made to the Grantee. The amount of the disbursement shall equal the amount of the allowable expenses multiplied by the Applicable Percentage; provided, however that the total amount of all disbursements hereunder, in the aggregate, shall not exceed the amount set forth in Article 2, above.

8.2 METHOD OF PAYMENT. Payment will be made by means of electronic funds transfer. Prior to disbursement, the Grantee shall specify the account to receive the funds by means of the Electronic Payment Instruction Form attached hereto as Exhibit F, which Electronic Payment Instruction Form may be revised from time to time by the Authority. Funds granted pursuant to this Agreement shall not be commingled with any other funds.

8.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an event of default (as defined in this Agreement) by Grantee, the Authority may suspend payments to Grantee until such time as the default has been cured to the Authority's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement by the Authority on account of an event of default by Grantee, Grantee shall no longer have the right to receive any disbursements after the effective date of default.

ARTICLE 9 **TERMS AND CONDITIONS OF GRANT**

9.1 USE OF FUNDS. The Grantee hereby agrees, during the term of this Agreement, to cause the Project to be constructed, operated, and maintained in accordance with the representations in this Agreement (including Exhibit A). The funds granted hereunder shall be used for constructing the Project described in Exhibit A and as mandated by the laws and administrative rules governing the Iowa Jobs program. The Grantee shall allow the Board, its internal or external auditors, the Authority or its designated agents, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa and the Iowa Division of Criminal Investigation, or any of them, to inspect the Project at all times in order to audit, monitor and evaluate compliance with federal, state, and local law, as well as the terms of this Agreement.

9.2 ACCOUNTING RECORDS. The Grantee shall maintain all books, records and all other financial documents pertaining to this Agreement in accordance with generally accepted accounting principles. Such records of the Grantee shall be available for inspection and copying by the Board, its internal or external auditors, the Authority or its designated agents, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa and the Iowa Division of Criminal Investigation at all times within the term of this Agreement and during the term of any extension thereof, and for five (5) full years from the date of completion the Project.

9.3 DOCUMENTATION. Within thirty (30) days of receipt of a written request from the Authority to the Grantee, the Grantee shall deliver to the Authority: (i) copies of all agreements or documents relating to the Project, (ii) copies of all invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated costs of the Project and funds required at any given time to complete and pay for the Project.

9.4 INSURANCE.

The Grantee shall maintain and shall require any other parties financing and constructing components of the Project to maintain in effect, with insurance companies of recognized responsibility, at no expense to the Board or the Authority, insurance and bonds covering the Project. The insurance shall be of a scope and coverage that is acceptable to the Authority as set forth below. The Grantee shall submit copies of each insurance agreement or certificates attesting to such insurance coverage and any renewals thereof, to the Authority. The Project shall, at a minimum, be insured and bonded as set forth below:

9.4.1. The Grantee shall ensure that builders risk insurance or installation floater is provided for the insurable structures that are part of the Project. The named insureds on the Builders Risk Insurance shall be the Grantee, the State of Iowa, the Board, the Authority, and all general contractors. Coverage for the Project shall be effective on the inception date of construction for the Project and shall terminate when construction of the Project is completed, and shall include a provision to allow permission for the partial occupancy of the Project, where applicable. The Project shall be insured at replacement value, as set forth on Exhibit C. The deductibles for such builders risk insurance or installation floater(s) shall not exceed \$25,000 for damage due to earthquake or flood (provided that flood insurance is available) and shall not exceed \$5,000 for damage due to any other cause.

9.4.2 The Grantee shall, if necessary to secure coverage, amend its existing blanket property insurance policies to include all permanent structures that are part of the Project upon completion of such structures. The amendments will insure such structures at replacement value. The Grantee shall, if necessary to secure coverage, amend any existing special excess liability insurance policies to include the Project in its entirety.

9.4.3 The Grantee shall require each general contractor on the Project, prior to beginning work, to obtain for each component of the Project on which it is acting as general contractor a performance and maintenance bond for the anticipated full value of such component. For purposes of this requirement, the value of the component shall be the anticipated value of the component upon completion, as set forth in Exhibit C. Each performance and maintenance bond shall remain in effect until construction of the component to which it relates is completed and for

a period of two-years thereafter. The bonds shall clearly specify the Grantee, the Board, and the Authority as joint obligees.

9.4.4 The Grantee shall obtain and maintain in effect a crime insurance policy covering the full amount of any loss or misuse of grant or sub-grant proceeds due to any fraudulent or dishonest act on the part of any of its employees. The crime insurance policy shall remain in effect until December 31, 2012, or later if the Authority, in its sole discretion, deems it necessary. The crime insurance policies shall each clearly specify coverage of losses of the policyholders, the Board, and the Authority.

9.4.5 The State of Iowa, the Board, and the Authority shall be named as additional insureds or loss payees on the Builders Risk and crime insurance policies for the Project.

9.4.6 All required insurance purchased from private insurance providers must be issued by companies which have earned at least a "B+" rating by A.M. Best for the most recent three (3) years, are duly licensed, admitted and authorized to do business in the State of Iowa, or coverage may be provided by a recognized risk retention pool with a Demotich rating of AAA. The insurance carrier must also have combined capital and unassigned surplus of at least one hundred million dollars (\$100,000,000).

9.4.7 The failure to obtain and maintain or the failure to require to be obtained and maintained any of the bonds or insurance required under this Section 9.4 shall constitute a material breach of this Agreement.

9.5 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If, in the discretion of the Authority, progress toward financing and construction of the Project has not been made within one hundred eighty (180) days of the execution of this Agreement, then the Authority shall be under no obligation to make any disbursement hereunder. In such an event, the Grantee shall repay to the Authority an amount equal to all grant proceeds received by it pursuant to this Agreement.

9.6 **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify the Authority of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Grantee that could potentially adversely impact the Project.

9.7 **COVENANTS OF GRANTEE.**

9.7.1 **AFFIRMATIVE COVENANTS.** Until the terms of this Agreement are fulfilled, the Grantee covenants that:

9.7.1.1 **PROJECT WORK.** Any portion of the funds awarded pursuant to this agreement that remains unexpended or unencumbered one year after the date hereof may be reallocated by the Board to another project at the

discretion of the Board. The Grantee shall in any event fully complete its Project within three (3) years of the effective date of this Agreement. For the purposes of this section “complete” means fully constructed and operational.

9.7.1.2 OPERATION AND MAINTENANCE. For the duration of this Agreement, the Grantee shall cause its Project to be properly operated and maintained.

9.7.1.3 REPORTS. The Grantee shall submit the requests and reports as specified below in the form specified by the Authority.

- 1) The Grantee’s annual audited financial statements, prepared in compliance with section 9.2 hereof. If required by the Authority, the Grantee shall submit more frequent financial statements, such as an income, expense, and retained earnings statement covering the period having elapsed from the date of the last prior submission, and a balance sheet that is not more than thirty (30) days old. The more frequent financial statements need not be audited. Year-end statements must be certified by a Certified Public Accountant (CPA) and must be received by the Authority within two hundred seventy (270) days following the Grantee’s fiscal year end.
- 2) A final accounting for the Project within sixty (60) days after the date on which the Project is completed; and
- 3) The reports required by section 12.14 of this Agreement.

9.7.1.4 INTEREST AND SURPLUS PROCEEDS. The Grantee shall return all unexpended proceeds and interest accrued on grant proceeds to the Authority within thirty (30) days after the first date on which the Grantee’s Project is complete.

9.7.2 NEGATIVE COVENANTS OF GRANTEE. Throughout the term of this Agreement, the Grantee shall not, without prior written disclosure to the Authority and prior written consent of the Authority (unless such prior approval is expressly waived below), directly or indirectly:

9.7.2.1 Assign, waive or transfer any of Grantee’s rights, powers, duties or obligations under this Agreement.

9.7.2.2 Sell, transfer, convey, assign, encumber or otherwise dispose of all or any portion of the Grantee’s Real Property, as described in Exhibit B, or any leasehold interest therein except as allowed without consent of the Authority as provided in Article 10.

- 9.7.2.3 Place or permit any restrictions, covenants or any similar limitations on the real property in the Project other than those that are referenced or acknowledged in this Agreement.
- 9.7.2.4 Except in the ordinary course of operation or maintenance, remove from the Project site or the State all or any part of the Project.
- 9.7.2.5 Materially change the scope or use of the Project or the nature of the business and activities being conducted, or proposed to be conducted by Grantee, as described in Exhibit A, unless approved in writing by the Authority and its bond counsel prior to the change.
- 9.7.2.6 Use or permit the use of any proceeds of Bonds issued by the Treasurer of the State of Iowa pursuant to 2009 Iowa Acts, Senate File 376, Section 1, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, including without limitation, use, management and disposition of the Project, which would cause the interest on any Bond to be included in gross income for federal income tax purposes; specifically, without limitation of the foregoing, Grantee shall not expend any of the funds disbursed to it under this Agreement for anything other than a capital expenditure.

9.8 [RESERVED.]

9.9 GENERAL INDEMNIFICATION BY GRANTEE.

The Grantee shall, to the extent permitted by the laws and the Constitution of the State of Iowa, indemnify, defend and hold harmless the Board, the Authority, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following, except where said losses, liabilities, penalties, fines, damages and claims, and related costs and expenses are due solely to the acts or omissions of the Board, the Authority, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees or agents:

- 9.9.1 Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- 9.9.2 Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Grantee of any representation or warranty made by the Grantee in the Agreement;

- 9.9.3 Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Grantee is required to insure against as provided for in this Agreement; and
- 9.9.4 Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Grantee or any of its agents in its or their capacity as an employer of a person.
- 9.10 **PUBLIC BIDDING REQUIREMENTS.** Grantee shall comply with all applicable public bidding requirements, if any, including, but not limited to, those set forth in Iowa Code chapters 26, 331, 364, 384, and 573.
- 9.11 **TIMELY PERFORMANCE.** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.
- 9.12 **IOWA JOBS RECOGNITION.**
- 9.12.1 **Construction Phase.** The Project shall recognize during its construction phase the financial contribution made by the State of Iowa through the Iowa Jobs Program in the form of appropriate signage. The size, format, graphics, and materials of such signs shall be as directed by the Authority, which directions may be posted on the Authority's web site. The Project may deviate from such directions only with the written consent of the Authority.
- 9.12.2 **Post-Construction.** Following construction, the Project shall recognize in a permanent manner reasonably acceptable to the Authority the financial contribution made by the State of Iowa through the Iowa Jobs Program.
- 9.12.3 **Commemorative Events.** The Grantee shall notify the Authority as soon as possible, and ordinarily not less than ten (10) days prior to any event held by the Grantee to commemorate, celebrate, or mark the groundbreaking, opening, dedication of the Project.
- 9.13 **REPRESENTATIONS & WARRANTIES OF GRANTEE.** To induce the Board to make the Award referred to in this Agreement, the Grantee represents, covenants, and warrants that:
- 9.13.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State. The Grantee is duly authorized and empowered to execute and deliver this Agreement. All actions on the part of the Grantee, such as appropriate resolutions of the **City Council** for the execution and delivery of the Agreement, have been effectively taken.

- 9.13.2 **FINANCIAL INFORMATION.** All statements and related materials concerning the Grantee and the Project provided to the Board and the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.
- 9.13.3 **APPLICATION.** The contents of the Application, including any attachments and exhibits thereto, submitted by the Grantee to the Board for Iowa Jobs funding were an accurate representation of the Project as of the date of submission and there has been no material change in the organization, operation, or key personnel of the Grantee, the Project, or material representations made in the Application since the date the Application was submitted to the Board.
- 9.13.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever its right to execute the Agreement, or to otherwise comply with the obligations of the Grantee contained under the Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Grantee, threatened against or affecting the Grantee or the Grantee's Real Property.
- 9.13.5 **COMPLIANCE.** The Grantee declares that it has complied or will comply in a timely fashion, with all federal, state and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.
- 9.13.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time each request for disbursement of funds is submitted to the Authority.
- 9.13.7 **PROPERTY.** The Project will be built exclusively on real property which is (or which will be prior to construction thereon) either owned by Grantee or over which Grantee has a valid easement. The Grantee represents and warrants that it holds (or will hold prior to the commencement of construction) good, indefeasible and merchantable title to the real property on which the Project is to be built or holds (or will hold prior to the commencement of construction) valid easement interests free and clear of all liens, claims, security interests and encumbrances that may adversely impact the Project. In the event a lien, claim, security interest, or encumbrance is filed on any portion of the real property or easement interests owned by the Grantee which may adversely impact the Project, the Grantee shall promptly take all necessary and possible action to remove such lien, claim, security interest, or encumbrance, including commencement of quiet title proceedings or eminent domain proceedings under Iowa Code Chapter 6B.

ARTICLE 10
CONVEYANCE OF REAL PROPERTY

During the term of this Agreement, the Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of all or any portion of the Grantee's Real Property, as described in Exhibit B, without the written permission of the Board, which permission may be withheld or conditioned in the sole discretion of the Board.

ARTICLE 11
DEFAULT AND REMEDIES

- 11.1 NOTICE OF EVENT(S) OF DEFAULT.** The Grantee shall within two (2) business days notify the Authority upon becoming aware of any actual or imminent Event of Default.
- 11.2 EVENTS OF DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:
- 11.2.1 MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Board or to the Authority by, or on behalf of, the Grantee in connection with this Agreement or the Application, is fraudulent, incorrect, false, misleading or erroneous in any material respect when made or furnished or if it becomes untrue due to some occurrence, act, or omission.
 - 11.2.2 NONCOMPLIANCE.** If the Grantee fails to comply in any material respect with any applicable federal, state, or local law, rule, ordinance, regulation or order or if the Grantee fails materially to comply with this Agreement, including, but not limited to, a failure to meet all of the conditions set forth in Article 7 of this Agreement.
 - 11.2.3 FAILURE TO COMPLETE.** If the Project, in the sole judgment of the Authority, is not completed by the date set forth in section 9.7.1.1. For the purposes of this section "completed" means fully constructed and operational.
 - 11.2.4 FAILURE TO OPERATE AND MAINTAIN.** If the Project is not properly operated and maintained for the duration of this Agreement.
 - 11.2.5 MISSPENDING.** If the Grantee expends Grant funds received from Iowa Jobs in contravention of the laws or rules restricting the use of Iowa Jobs funds or if the Grantee expends Iowa Jobs funds for purposes not described in this Agreement.
 - 11.2.6 INSURANCE.** If the Grantee fails to obtain and maintain or the Grantee fails to require other parties financing and constructing components of a Project to obtain and maintain any of the bonds or insurance required by this Agreement

or if loss, theft, damage or destruction of any substantial portion of a Project occurs for which there is either no required insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage as required by this Agreement.

11.2.7 CONVEYANCE OF RESPONSIBILITIES. If Grantee assigns, waives or transfers any of its rights, powers, duties or obligations under this Agreement, without written permission of the Authority in violation of Subsection 9.7.2.1.

11.2.8 CONVEYANCE OF PROPERTY. If the Grantee sells, transfers, conveys, assigns, encumbers or otherwise disposes of all or any portion of the Grantee's Real Property, as described in Exhibit B, without written permission of the Board as provided in Article 10.

11.2.9 INSOLVENCY OR BANKRUPTCY. If the Grantee: (i) becomes insolvent or bankrupt; (ii) admits in writing its inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; (iv) applies for or consents to the appointment of a trustee or receiver for it or for the major part of its property; (v) has a trustee or receiver appointed for it or for all or a substantial part of its assets, and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or (vi) if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against it and, if instituted against it, is consented to, or, if contested by it, is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

11.2.10 UNSATISFACTORY AUDIT. If an audit of the Grantee results in something other than an unqualified opinion from the auditor, such as, but not limited to, a determination that no opinion can be rendered or a qualified opinion.

11.3 NOTICE OF DEFAULT. Prior to exercising any remedy herein for an Event of Default, the Authority shall issue a written notice of default providing therein a thirty (30) day period in which the defaulting shall have an opportunity to cure, provided that cure is possible and feasible.

11.4 REMEDIES UPON DEFAULT. Upon the happening of any Event of Default, the Authority shall have the right to terminate this Agreement and, in the case of an Event of Default occurring during the first ten (10) years of this Agreement, to require immediate repayment of the full amount of funds disbursed to the Grantee under this Agreement plus interest at the rate of ten percent (10%) per annum (which interest shall begin to accrue from the date of default) without presentment, demand, protest, notice of protest, notice of intention to accelerate or other notice of any kind, all of which are expressly waived by the Grantee. Beginning on the tenth anniversary of the Effective Date of this Agreement, the principal amount to be repaid by the Grantee pursuant to this subsection

shall reduce by ten percent (10%) per year (calculated based upon the year in which the Event of Default began).

- 11.5 FUNDING FAILURE.** Any termination, reduction or delay of funds available to the Board due, in whole or in part, to (i) a de-appropriation of revenues previously appropriated to the Board by the legislature, or (ii) any other reason beyond the Board's control, may, in the Board's discretion, result in the termination, reduction or delay of Iowa Jobs funds to the Grantee.
- 11.6 PROCEDURE UPON TERMINATION.** If the Agreement is terminated in whole or in part by agreement of the parties, due to an Event of Default, or pursuant to Article 5 hereof, disbursements may be allowed, in the discretion of the Authority, for costs incurred prior to the date of termination. The Grantee shall return to the Authority all unencumbered Grant proceeds, if any, within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Authority that are subsequently determined to be unallowable through audit procedures shall be returned to the Authority within thirty (30) days of the disallowance.

ARTICLE 12 **GENERAL PROVISIONS**

- 12.1 BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the Board, the Authority, the Grantee, and their respective successors, legal representatives and assigns.
- 12.2 COMPLIANCE WITH LAWS AND REGULATIONS.**
- 12.2.1** The Grantee shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, those applicable to the Iowa Jobs Program, prevention of discrimination, wages, competitive bidding, environmental protection, occupational safety and health standards, payment of taxes, conflicts of interest, lobbying, and those relating to the use of targeted small businesses as contractors or suppliers.
- 12.2.2** This Agreement is a public record governed by Iowa Code Chapter 22.
- 12.3 SURVIVAL OF AGREEMENT.** Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect. All indemnification obligations imposed by this Agreement shall survive the termination of this Agreement.
- 12.4 CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Iowa Jobs Board, the Authority, the State of Iowa or their Board members, officers, employees or agents.

12.5 MODIFICATION. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated orally, but only as provided below:

12.5.1 WRITING REQUIRED. The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

12.5.2 BOARD REVIEW. The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. An amendment will be denied by the Board if it substantially and negatively alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 16, 2009 Iowa Acts, Senate File 376, or 265 Iowa Administrative Code, Chapter 32.

12.6 NOTICES. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board and the Authority may rely on the address of the Grantee as set forth heretofore.

12.7 WAIVERS. No waiver by the Board, the Authority, or the Grantee of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board, the Authority, or the Grantee in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board, the Authority, or the Grantee shall preclude future exercise thereof or the exercise of any other right or remedy.

12.8 LIMITATION. It is agreed by the Grantee that neither the Board nor the Authority shall, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

- 12.9 **ENFORCEMENT EXPENSES.** To the extent permitted by the constitution and laws of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Board and the Authority relating to the successful enforcement of this Agreement against it, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Board or the Authority under the Agreement.
- 12.10 **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.
- 12.11 **EVENT OF BOARD DISSOLUTION.** The Grantee hereby acknowledges that the Iowa Jobs Board is a public instrumentality of the State of Iowa and that, in the event that the Board or its programs are terminated by statute, the State of Iowa shall be entitled to enforce any right, title or interest held by the Board and all Grantee obligations hereunder shall be owed to the State of Iowa. In the event of such a termination, the approval or consent of the Executive Director of the Iowa Finance Authority (“Executive Director”) shall be deemed sufficient in any instance where the approval or consent of the Board is required or allowed by this Agreement, and the Executive Director shall have standing to enforce the rights of the State hereunder, unless otherwise provided by statute.
- 12.12 **INTEGRATION.** This Agreement contains the entire understanding among the Grantee, the Board, and the Authority relating to the Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are non-binding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Agreement.
- 12.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 12.14 **DOCUMENTATION AND REPORTING OF JOB INFORMATION.** Beginning with the effective date of this Agreement, the Grantee shall report to the Authority on forms or via a web-based tool to be provided by the Authority (which forms or web-based tool may be revised by the Authority from time to time), the number of jobs created as a result of the Project and related information. It is the intention of the parties that the information to be reported shall, at a minimum, include the information required to be reported to the federal government under programs created by the American Recovery and Reinvestment Act of 2009 (“ARRA”). The parties agree that the Authority may revise its forms or web-based reporting tool to comport with state and federal reporting requirements. The Authority may revise the information to be reported and may terminate the reporting requirement referenced herein at its discretion.
- 12.15 **SET OFF.** Should The Board or the Authority obtain a money judgment against Grantee because of a default under this Agreement, Grantee consents to such judgment being set

off from any moneys owed to Grantee by the State of Iowa or any other agency of the State of Iowa under any other agreement.

12.16 NO THIRD PARTY BENEFICIARIES. This Agreement has no third party beneficiaries; it benefits only the Grantee, the Board, and the Authority.

12.17 NOT A JOINT VENTURE. Nothing in this Agreement creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between or among the parties. Each party is an independent contractor acting for the mutual benefits derived from this Agreement.

12.18 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of the terms of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR THE IOWA JOBS BOARD:

BY: _____
Jeffrey A. Pomeranz, Chairman

Date

FOR THE IOWA FINANCE AUTHORITY:

BY: _____
Bret L. Mills, Executive Director

Date

FOR THE GRANTEE:

BY: _____

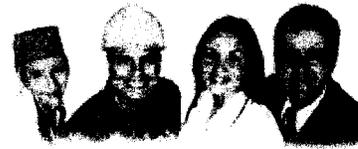
Date

EXHIBIT A
Application

[From web tool]



BUILDING
IOWA'S
FUTURE



SUBMITTED I-JOBS LOCAL INFRASTRUCTURE PROGRAM APPS

Applicant Information

Applicant Type: City
Applicant: City of Creston
Tax ID Number: 42-6004446
Has the applicant received any previous I-JOBS grant awards, competitive or noncompetitive?: No

Applicant Contact Information

First Name: Jeremy
Last Name: Rounds
Title: Regional Planner
Address: PO Box 102
101 E. Montgomery St.
City: Creston
State: IA
Zip Code: 50801
Phone: 641.782.8491
Fax: 641.344.8492
E-mail Address: rounds@sicog.com

Project Information

Project Name: Northeast Creston Sewer and Storm Sewer Upgrades
Project City: Creston
Project County: Union
Local Infrastructure Activity Type: Future flood prevention
Disaster Relation: Disaster Relief - Replacement
Demonstrated Substantial Economic Impact: Regional
Is this project identified in an Iowa Great Places agreement, pursuant to Iowa Code 303.3C?: No

Total Projected Development Cost: \$915,000.00
Grant Amount Requested: \$686,250.00

Provide a brief narrative description summarizing the proposed project, including how the project relates to disaster relief and mitigation and to local infrastructure:

The project involves replacing sections of sewer pipe, updating and expanding stormwater control, removing sump pump and tile lines from sewer and connect to stormwater system, and providing backflow devices in targeted areas to prevent basement flooding and excessive inflow and infiltration (I&I) into the city's sewer system. I&I problems annually cause extensive damage to the city's sewer lines and plant and in 2008 caused the flooding of hundreds of homes in Creston, primarily northeast Creston. With the floods of 2008, the I&I problem is exacerbated. An area with nearly 700 homes will be part of the project. An estimated 100 properties will be addressed plus public ROW.

Explain how the proposed project will have a demonstrated substantial local, regional, or statewide economic impact:

Creston is a regional economic and service center with thousands of jobs. Hundreds of people from other surrounding counties and over a thousand rural residents within Union County come into Creston to work each day. The entire community suffers from sewer and storm sewer problems. The worst area is the northeast part of Creston where most of the homes and some businesses suffer from flooded basements and ground floor properties due to aging, partial/incomplete, and deteriorated storm sewers; age of the sanitary sewer system; and individual sump pumps and tile lines connecting to the sewer system. In many cases, sewage backs into homes. The area includes some floodplain. The economic impact is greater because major highways and streets intersect in the area and Bunn-O-Matic has a major coffee-maker manufacturing facility in the area. The property of this factory is subject to surface flooding from nearby cornfields after heavy rains.

Briefly describe the damage that was sustained during the Disaster:

In large parts of Creston, hundreds of homes were damaged as a result of basement and ground-level flooding, in most cases due to wastewater systems backing into homes. On June 4, 2009, the north half of Creston received 9" of rain and hail between 5 PM and Midnight. While we do not have data from FEMA on how many were assisted, we know that hundreds of households applied for FEMA Individual Assistance.. FEMA and Jumpstart assistance helped with basic recovery by replacing damaged basements and property, but the funds were insufficient to handle damage to sewer piping and related systems on the properties, so next time we have a very large rain the flooding is likely to be worse in the north and northeast parts of Creston. Rainwater flowing into piping systems have severely damaged the system and compromised future ability to mitigate flood hazards.

The City of Creston does not have extensive damage information specific to the 2008 Disaster Declaration but several items substantiating the need is available for I-jobs review: 1. Sewer system flow analysis performed in 2000 (data on flow at various locations in Creston) 2. Study from Water Environment Federation that half of the I&I problems nationally are due to rainwater entry on homeowner property. 3. Sewer plant loss data due to treating excessive water since April 2008 4. Wet and dry weather flows at the WWTP since April 2008 5. Data on which neighborhoods likely have the greatest problems - sump pumps, roof drains, tile lines, and basement drains connecting into the sewer system 6. Data from some areas of the system that have been televised since 2007.

If your project is rebuilding disaster-damaged property or if it is replacing or rebuilding a local public building, please include an estimate of the additional cost of any expansion or improvement of the infrastructure beyond its size or functionality, etc., that existed prior to the disaster or prior to the replacement or rebuilding of a local public building. If your project does not replace or rebuild disaster-damaged property or a local public building, please put "Not Applicable."

Most of the cost of this grant request directly relates to disaster recovery, but approximately \$325,000 will be oriented to mitigation. The improvements will not expand services or be unrelated to the disaster recovery. By providing funding for up to 10,800 LF of 6" stormwater line, connection to homes, and possible small rain gardens and other innovative improvements, we will move water away from sewer intake areas, thereby protecting the sewer system from premature deterioration after the sewer improvements are made as part of the recovery effort. sd

Jobs and Economic Impact

Jobs Chart: [Exhibit_1_Jobs_Created_23C2F2E12770E.pdf](#)

Number of full-time permanent jobs to be created:	0
Number of part-time permanent jobs to be created:	0
Number of full-time temporary jobs to be created:	20
Number of part-time temporary jobs to be created:	0
Total number of jobs to be created:	20

Explain the calculation methodology used to estimate the number of jobs to be created:

We have no method of calculating the number of permanent jobs to be created. However, based on the scope of work, likely 20 temporary full-time construction and design/administrative jobs will be created for a period of 9 months.

Number of full-time permanent jobs to be retained:	0
Number of part-time permanent jobs to be retained:	0
Number of full-time temporary jobs to be retained:	0
Number of part-time temporary jobs to be retained:	0
Total number of jobs to be retained:	0

Explain the calculation methodology used to estimate the number of jobs to be retained:

We do not have any information to verify that any jobs are likely to be cut that could be saved if the project is completed.

Describe the overall expected work conditions and safety for the jobs to be created or retained:

All work will be customary for the type of construction that will be undertaken. Most work will be outdoors but during construction season and good weather. The safety will be maintained by job crew leaders. Local contractors follow state and federal worker safety laws.

Describe the average benefits (including health benefits) provided for all jobs to be created and retained by the project and how those benefits compare to typical comparable jobs in the county in which the project will be located:

Many of the workers will be unionized or will fall under Davis Bacon requirements, we anticipate. Because of this, we believe most of them will have health, life, and other insurances and worker's compensation. The benefits will be consistent with other construction work in the county.

Total number of jobs to be created or retained:	20
Of that total, number of jobs expected to offer health insurance:	15
Will the proposed project accrue benefits to areas distressed by high unemployment?:	Yes

If yes, briefly describe the anticipated benefits to the area?:

The unemployment level in the county is much higher than the traditional level this decade of 4.0%. The project should help make it possible for sustainable business space, which makes business more profitable and able to employ more people.

Current unemployment rate in the county or counties where the proposed project is located:	6.2
--	-----

Anticipated long-term tax generation of the proposed project: \$500,000.00

Explain how the project will enhance the region's quality of life:

As improvements are made, the community will be a more sustainable place to live. It will have a better housing stock, improved streets and sanitary sewer lines, and more beautiful appearance. As a result, the tax base will increase, and taxation necessary for sewer repairs will decline or at least stabilize. The money saved can be invested in family activities, personal property, real estates, and businesses. Individually, one's quality of life is improved when he or she no longer has to skip work to pump out a basement. In 2008, when much of northern Creston flooded after 9" of rain one day, the streets were lined up with debris from basements, porches, and back yards a few days later, and many were cleaning up months later. Dozens of homes had feet of both sewer and rainwater. It is tough to enjoy an Iowa summer vacation when all disposable income and time is devoted to home and business flooding cleanup.

Explain how the proposed project will contribute to the community's efforts to retain and attract a skilled workforce:

The workforce in Creston reflects the regional center status of the community. Most persons are highly skilled, with a nearly even split between professionals and laborers. In the target area, most of the homes were built in the 1960s and 70s, when locally few flood protection measures were used. The owners of most of these homes are white-collar employees and small business owners, but many are blue-collar workers in factories, such as Creston's Bunn-O-Matic. When employees and business owners are handling basement and property flooding, it distracts them from doing the work the employers need in order to make a profit. Flooding in 2008 proved significant for businesses in the entire region who did not have full staffing after the events, and can lead to workers leaving the area for drier communities.

Minority Impact Statement

The proposed grant projects programs or policies could have a disproportionate or unique positive impact on minority persons:

No

Describe the positive impact expected from this project:

Indicate which group is impacted:

The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons:

No

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which group is impacted:

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons:

Yes

Present the rationale for determining no impact:

Approximately 2% of the area population and workforce is composed of minorities. The impact on the population of minorities is no different than for others in the community that could be impacted. The area selected for the project was done so based on need, not race or other factor.

Financial Feasibility

Project's Revenues and Expenses

[Creston 3yr Op History 80D2CA39889B5.pdf](#)

Describe the operational plan for the proposed project, including detailed information about how the project will be operated and maintained:

The combined sanitary and stormwater improvements will affect an area including up to 60 blocks. This area is already developed, and the city has existing sewer and stormwater controls. These facilities are effectively

managed by the City's public works department. Staff includes the public works director, sewer plant manager, and other skilled wastewater staff that do regular maintenance to the system. Creston has an engineer hired to assist with major changes in system design. Existing city staff is capable of maintaining improvements and replaced systems from this project.

Provide a timeline for implementing the proposed project:

August-December 2009: Final planning, designs in place. Seeking IDNR and other permits. January-March 2010: Bidding process, all other funds in place, all permits in place: April 2010: Bid opening December 2010: Construction complete. January 2011: Project closed out.

Discuss the availability of other federal, state, local, and private sources of funds for the proposed project and the status of other funding commitments:

The City of Creston has approved operating funds for the sewer system to pay for part of the project cost for one year's work. If additional funds are needed, the City may be able to secure funds from the SRF program or FEMA HMGP program for part of the work in this budget. See the attached resolution of the City. If this grant is funded, the city will take action to transfer funds for this purpose.

I-Jobs Project Budget Form

I-Jobs Project Budget Sources:

Source of Funding	Amount	Are Funds Secured?	If No, Estimated Date to be Secured
I-JOBS Local Infrastructure Competitive Grant Program	\$686,250.00	No	10/01/2009
City of Creston	\$228,750.00	Yes	
TOTAL SOURCES	\$915,000.00		

I-Jobs Project Budget Uses:

Use of Funding	Amount
Building Acquisition	\$0.00
Land Acquisition	\$0.00
Demolition	\$0.00
On-site Improvements	\$500,000.00
Off-site Improvements	\$0.00
Rehabilitation	\$0.00
New Construction	\$325,000.00
Permits	\$0.00
Construction Contingency	\$50,000.00
Soft Cost Contingency	\$0.00
Construction Loan Fee	\$0.00
Construction Loan Interest	\$0.00
Real Estate Taxes	\$0.00
Risk/Liability Insurance	\$0.00
Architect	\$0.00
Engineer	\$25,000.00
Attorney	\$0.00
Accounting/Cost Certification	\$0.00
Consultant's Fee	\$0.00
Administration	\$10,000.00
Survey	\$0.00
Archaeological/Environmental	\$5,000.00
Appraisal	\$0.00
Permanent Loan Fee	\$0.00
Title/Recording	\$0.00
Relocation	\$0.00
Developer Fee	\$0.00
Capitalized Reserves	\$0.00
TOTAL USES	\$915,000.00

Federal Funding Verification Document:

Alternative Budget 1:

Alternative Budget 2:

Sustainability

Sustainability criteria on which the applicant is electing to be scored:

General Sustainability
Criteria

Efficient and effective use of land resources and existing infrastructure by encouraging compact development in areas with existing infrastructure or capacity to avoid costly duplication of services and costly use of land; Conservation of open space and farmland and preservation of critical environmental areas; Promotion of the safety, livability, and revitalization of existing urban and rural communities; Compact development maximizes public infrastructure investment and promotes mixed uses, greater density, bike and pedestrian networks, and interconnection with the existing street grid:

The project will affect an existing residential and commercial area with all land that is fully served by utilities, streets, and public transportation. There are a few vacant developable lots, and the project will facilitate the lots' development. No new transportation networks or land conversion for agriculture to other uses will be required. No duplication of services will be required. With the updated infrastructure, future land development can be limited and increased density is possible in the form of heavier industry and multi-family units. No trails are in the area, but trails could be created. Most of the area is very safe in terms of land use but flooding can cause the loss of safety for pedestrians and drivers in the neighborhood. Projects that stop or reduce flood flows through pavement improvements and underground infrastructure and even rain gardens can make the area more livable.

Provision for a variety of transportation choices, including public transit, pedestrian and bicycle traffic:

The project will have no impact on Creston's or the neighborhood's transportation choices. Currently, the area impacted has sidewalks, mainly paved streets, and public transit. Bicycles can ride in street right-of-way areas. Stormwater improvements may make walking and bicycling easier in these areas after heavy rains.

Construction and promotion of developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials:

This project addresses conserving natural resources well. First, the project will improve the community's underground infrastructure and protect homes and basements. this preserves existing neighborhoods and reduces the potential for demolition of homes with replacement outside of the developed area, often causing the loss of farmland. The project will separate rainwater and wastewater, thereby leaving rainwater to be used for its natural purpose of nourishing the soil and treating only wastewater at the city's sewer plant. If the inflow and infiltration problem is not reduced, the sewer plant will continue to put pollution into Iowa's waterways when the system bypasses and eventually Creston will be forced to expand the sewer plant, thus causing preventable conversion of land from its natural purpose to additional sewer lagoons and treatment systems. Materials and energy can be conserved by not having to treat excessive amounts of rainwater in the sewer plant. An average of 1.1 million gallons per day (MGD) of I&I enters the plant per day in the past 16 months. The amount coming to the plant is wasteful, causing unnecessary energy use, wear on pumps and other City equipment, staff overtime, and fines from the IDNR for bypassing the plant and possibly dumping wastewater into Iowa's public waters.

Capture, retention, infiltration and harvesting of rainfall using storm water best management practices such as permeable pavement, bioretention cells, bioswales, and rain gardens to protect water resources:

To date no final plans have been made, but the rainwater currently going into the

sewer systems at 100 or so homes will have to be diverted. The City of Creston is exploring the use of bioretention cells, bioswales, and rain gardens. The City has developed each of these already in areas of town in collaboration with other agencies and private landowners as part of the Hurley Creek Watershed project currently underway.

Extent to which project design, construction, and use incorporate renewable energy sources including, but not limited to, solar, wind, geothermal, and biofuels, and support the following state of Iowa plans and goals: Office of Energy Independence's Iowa Energy Independence Plan and the general reduction of greenhouse gas emissions:

This project will not involve energy consumption and will not require new energy sources. However, reducing I&I will help reduce the consumption of energy at Creston's wastewater treatment plant. Right now Creston's sewer operator indicates the WWTP spends \$2,000 per month in unnecessary additional funds to treat rainwater.

Energy Efficiency

Document:

[Energy_Efficiency_C631E0F4B1F44.pdf](#)

If not applicable, explain:

Project will not affect the construction and energy efficiency of existing or new buildings. Project will directly affect underground and surface infrastructure only.

Benefits for Disaster Recovery

Replaces or repairs a structure or facility damaged by the disaster and incorporates measures for reducing or eliminating future disaster losses:

Yes. The project provides improved infrastructure that has deteriorated for years and experienced extreme deterioration during the 2008 storms, which both showed how bad the problem was and exacerbated the problem. The project will fix areas of the stormwater and sewer systems damaged in 2008 but will provide the main benefit in future flood mitigation. By correcting flaws and deterioration/storm damage with private and public property infrastructure, we can reduce the amount of rainwater that gets into systems that are not designed for rainwater. This project will help properly manage rainwater, which will reduce the incidence of flash flooding, small stream flooding, and basement flooding in the subject neighborhood and all of Creston. While we do not have exact data, we believe, since 2008, FEMA, Jumpstart, Unmet Needs, and other programs have paid approximately \$1 million dollars for disaster repairs in Creston, mostly due to basement and flash flooding.

Helps achieve the community and/or region's overall post-disaster recovery vision:

The Union County Emergency Management Agency completed a FEMA Hazard Mitigation Plan in 2006. One of the key hazards addressed in the plan was flooding. The City adopted the plan, which includes mitigation actions for reducing flooding, including stormwater control and sewer system improvements. The Southern Iowa Council of Governments (SICOG) coordinates regional recovery efforts. SICOG's vision is not just recovery but mitigation. Staff at SICOG has spent many hours in the past three years with mitigation planning and projects. This proposal relates to the local and regional vision in several ways: 1) reduces rainwater inflow into the sewer system and the damage that causes to human development, 2) allows for proper use of rainwater, 3) improves the overall sustainability of Creston by making sewer infrastructure and thus costs more affordable for citizens, and 4) ensures that homeowners and renters, who cannot afford flood insurance and that are not in the floodplain, do not have unnecessary basement flooding.

Benefits the economic recovery of individuals, businesses, and/or nonprofit organizations:

Yes. The project involves the improvement of neighborhoods in Creston by reducing flood damages to homes, yards, businesses, and possibly streets. Keeping the damages low reduces costs and thus reduces taxes and out of pocket costs not covered by insurance. In the area impacted are more than 100 directly impacted homeowners and renters. Nearly 700 homes, dozens of businesses, and several non-profits (mainly churches) are located in the impacted area and may have less flood damage in the future. Over time, reducing flood losses may make it possible to increase investment in the area and hire more employees with the money saved.

Readiness to Proceed

Document:

Has preliminary or final engineering and architectural work been completed?:

Yes, preliminary work complete

If no, explain:

Has all financing for the project (other than funds requested in this application) been committed and is available?:

Yes, 100% of other funding identified in the Project Budget is committed

If no, explain:

Have all real property interests (including easements and temporary construction easements) necessary for the construction of the project been acquired?:

Not applicable, no acquisition of real property interests required

If no, explain:

Not applicable. The city will not need to acquire real property. Some work will be done in existing ROW easements and others will be done in collaboration with voluntary landowners on the private property.

Have all necessary governmental approvals, at the federal, state, and local levels (including, but not limited to, zoning variances, building permits, approval from the Army Corps of Engineers, etc.) been obtained?:

Yes, all necessary governmental approvals have been obtained

If no, explain:

Does the project have a demonstrated reasonable likelihood of incurring costs totaling at least 10% of the project's total projected development cost within three months of execution of the grant award agreement?:

Yes, the project can incur such costs within three months

If yes, explain how such expenditure will be accomplished or, if no, explain the anticipated impediments to meeting a 10% expenditure goal:

Smaller components of the project could be bid and completed in the first three months. The result will likely not exceed 10% by much.

Documents

Local Support

[Exhibit 6 B13D3EBFFC766.pdf](#)

Cost Estimates

[IJOBSProjectBudget_BDD143BE60495.pdf](#)

Financing Commitments

[Exhibit 8 81F897387C041.pdf](#)

Additional Documents

City of Creston additional explanation 8-12-09

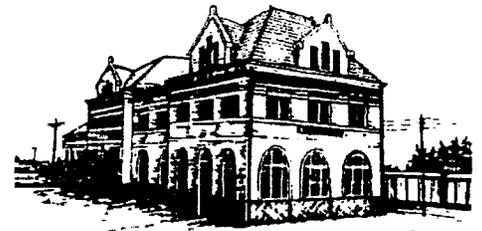
[City of Creston app 119 additional C418A699A9D75.pdf](#)

EXHIBIT B
Grantee Legal Description

[To be provided by Grantee]

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

January 11, 2010

Derek Folden
Iowa Finance Authority
Attn. I Jobs Board
2015 Grand Avenue
Des Moines, IA 50312

Ref. – IJobs Grant Agreement with the City of Creston

Dear Mr. Folden,

It is the intent of the City of Creston that all work associated with this project will be completed on the city right of way or with easements.

If you have any questions or concerns please feel free to Contact me.

Best Regards,

A handwritten signature in black ink that reads "Michael Taylor".

Michael Taylor
City Administrator

EXHIBIT B
Grantee Legal Description

Area #1 – approximately 70 city blocks

North Boundary is Spencer from Cedar to Ash
North Boundary is Townline from Elm to Cedar
West Boundary is Elm from Townline to Prairie
West Boundary is Walnut from Prairie to Harsh
West Boundary is Cherry from Harsh to Howard
West Boundary is Cedar from Howard to Mills
South Boundary is Prairie from Elm to Townline
South Boundary is Harsh from Walnut to Cherry
South Boundary is Howard from Cherry to Cedar
South Boundary is Mills from Cedar to Ash
East Boundary is Cedar from Townline to Spencer
East Boundary is Ash from Spencer to Mills

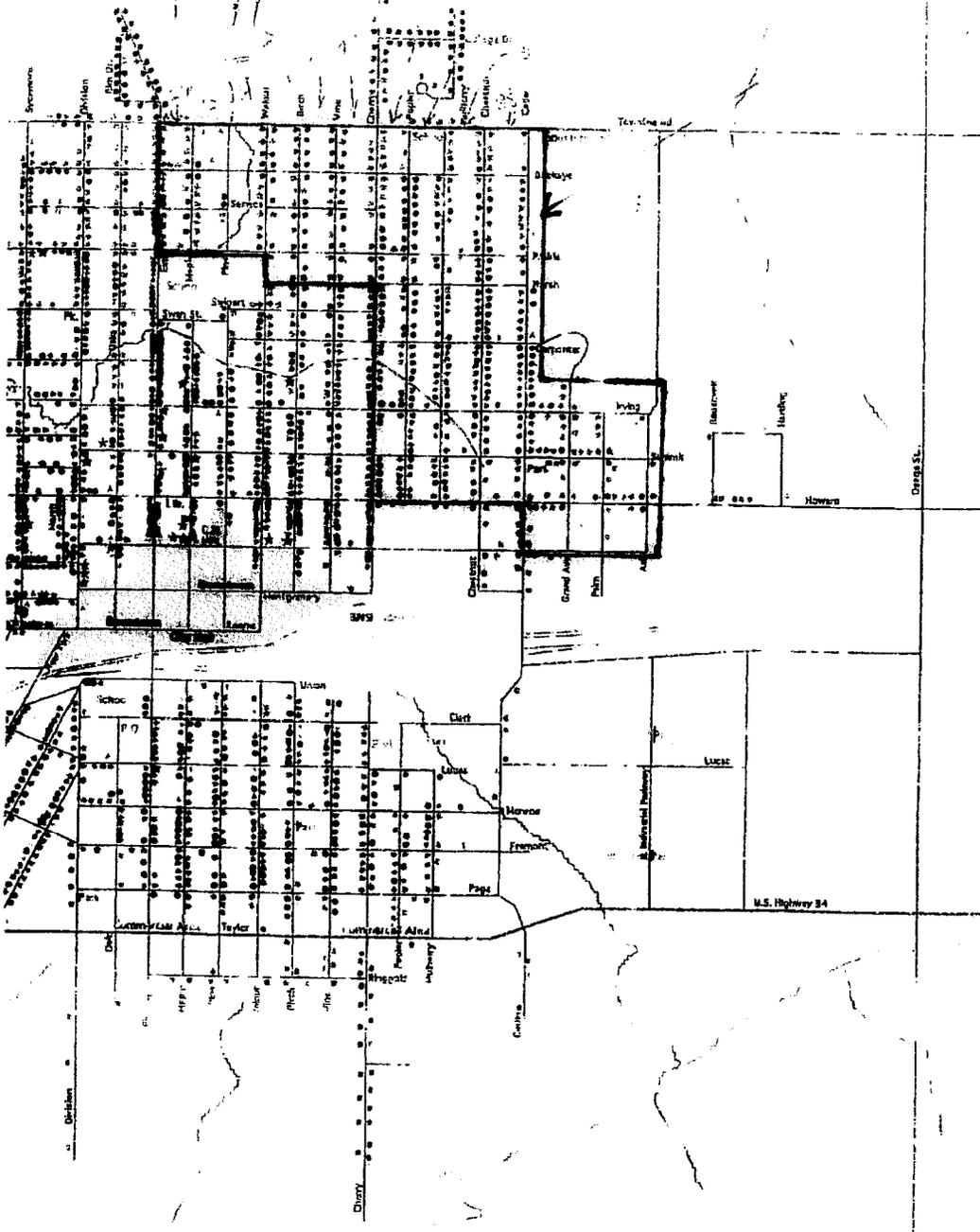
Area #2 – approximately 9 city blocks

North Boundary is Townline from Sunrise to Lincoln
West Boundary is Sunrise from Townline to Orchard
South Boundary is Orchard from Sunrise to Lincoln
East Boundary is Lincoln from Townline to Mills

Area #3 – approximately 14 city blocks

North Boundary Lake from McKinley to Lincoln
West Boundary McKinley from Lake to Russell
South Boundary Russell from Lake to Lincoln
East Boundary Lincoln from Russell to Lake

AREA #1
496 HOMES
x 50'



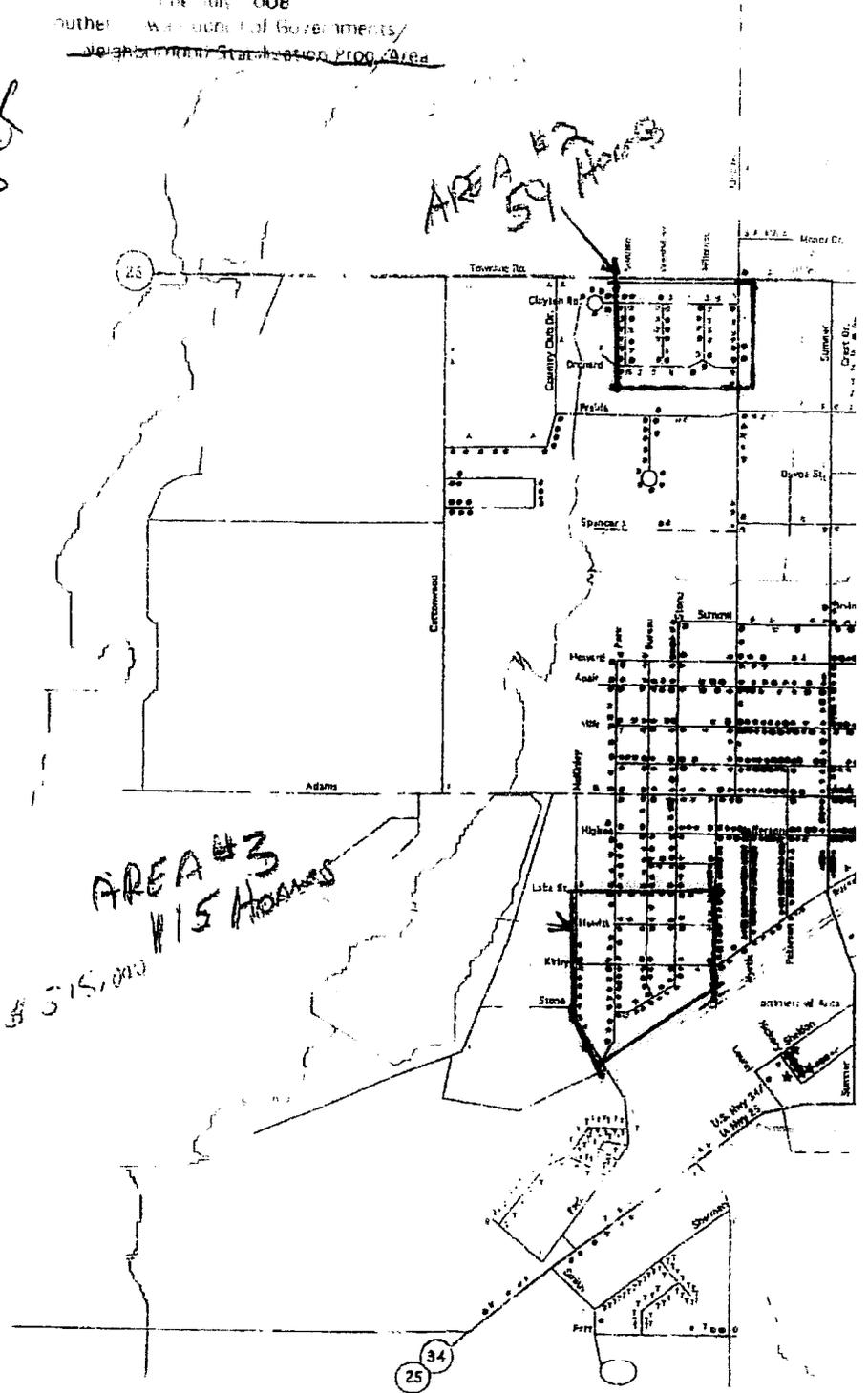
670 LOTS
IN A TYPICAL
AREA
1st 500 ft HOUSE
10 - 20 ft

... Housing Conditions ... at ...
 ... July 2008
 ... Local Governments/
 ... Stabilization Program

I JOBS
 I+I Project

AREA #2
 59 HOMES

AREA #3
 15 HOMES
 515,000



Description	Total number	% Raced	% Total
1 Good to Excellent	431	16.1%	15.1%
2 Fair to Good	1,138	42.5%	39.8%
3 Deteriorated to Fair	694	25.9%	24.2%
4 Severely Deteriorated	342	12.5%	11.9%
5 Dilapidated Occupied	59	2.2%	2.1%
6 Dilapidated Vacant	17	0.4%	0.4%
7 Vacant	124	4.5%	3.9%
8 Manufactured Homes	10	0.4%	0.3%
9 Multi-family Complexes (30 units)	90	3.2%	1.2%
10 Good to Excellent Converted 2-5 Plex	0	0%	0.0%
11 Fair to Good Converted 2-5 Plex	9	0.3%	0.3%
12 Deteriorated to Fair Converted 2-5 Plex	20	0.7%	0.7%
13 Severely Deteriorated Converted 2-5 Plex	14	0.5%	0.5%
14 Dilapidated Occupied Converted 2-5 Plex	1	0%	0.1%
15 Dilapidated Abandoned Converted 2-5 Plex	0	0%	0.0%
Grand Totals:	2,852		100.0%
Target Area			
Under Construction			

EXHIBIT C
Sources of Funds and
Projected Value of Project

Source of Funding	Amount
I-JOBS Local Infrastructure Competitive Grant Program	\$686,250
City of Creston	\$228,750
TOTAL SOURCES	\$915,000

Project Value of Project **\$915,000**

*This Is Approved
As Written.*

EXHIBIT D
DISBURSEMENT REQUEST FORM

PROJECT NO: 119

GRANTEE: City of Creston

Date: _____

Pursuant to, and in accordance with, the provisions of the Iowa Jobs Program Grant Award Agreement, dated _____ (the "Agreement"), among the Iowa Jobs Board, the Iowa Finance Authority (the "Authority"), and City of Creston (the "Grantee"), the Grantee hereby requests that the Authority cause to be disbursed to the Grantee the sum of \$ _____.

IT IS HEREBY CERTIFIED THAT:

- 1) Each of the obligations for which disbursement is requested is an Allowable Expense, as such term is defined in the Agreement;
- 2) None of the items for which disbursement is requested has formed the basis for any disbursement heretofore made under the Agreement;
- 3) This disbursement does not include any amount which the Grantee is entitled to retain pursuant to any contract or agreement providing for the retention by the Grantee of a portion of the price paid thereunder;
- 4) No Event of Default is continuing under the Agreement; and
- 5) Grantee hereby renews and restates the covenants, warranties and representations made in the Agreement as of the date of this Disbursement Request
- 6) Attached hereto as Schedule 1 is a true and correct itemization of bills and invoices to be paid in part with the requested disbursement together with copies of all such bills and invoices.

AUTHORIZED GRANTEE REPRESENTATIVES

Date: _____

Name, Title

Date: _____

Name, Title

**SCHEDULE 1
TO
EXHIBIT D**

**DISBURSEMENT REQUEST FORM
ITEMIZATION OF BILLS AND INVOICES
FOR
ALLOWABLE EXPENSES**

Vendor	Description of Goods or Services acquired	Amount
	Total:	

(Attach copies of all relevant bills and invoices)

Exhibit E

Form of Legal Opinion of Counsel for

[On Letterhead]

, 2009

I-JOBS Board
2015 Grand Ave
Des Moines, Iowa

RE: I-JOBS Local Infrastructure Competitive Grant Agreement
among the I-JOBS Board, the Iowa Finance Authority, and

Ladies and Gentlemen:

I have acted as legal counsel for the _____ (the _____) in connection with the execution and delivery by the _____ of that certain I-JOBS Local Infrastructure Competitive Grant Agreement (the "Grant Agreement") among the I-JOBS Board, the Iowa Finance Authority, and the _____, dated as of _____, 2009. This opinion is being furnished to you pursuant to Section 7 of the Grant Agreement.

In rendering the opinions expressed herein, I have examined the Grant Agreement and the resolution of the _____'s _____ authorizing the same. I also have examined the originals or copies certified or otherwise identified to my satisfaction of such certifications of officers and proceedings of the _____ and other documents and records as I have deemed relevant and necessary for the basis of such opinions, without undertaking to verify the same by independent investigation. In all such examinations, I have assumed (except in the case of the _____ and its officers) the genuineness of all signatures and the authenticity of all documents submitted to me as copies.

I have also examined the [abstract of title to the real property described in Exhibit B to the Grant Agreement as last certified to _____, at _____, by _____ / the relevant land records pertaining to the real property described in Exhibit B to the Grant Agreement, as recorded through _____].

Based on the foregoing and an investigation of such other considerations of law and fact as I have deemed to be relevant, I am of the opinion that:

1. The Grant Agreement has been duly authorized, executed and delivered by the Grantee and constitutes a valid, legal and binding obligation, enforceable in accordance with its terms;

2. The Grantee is obligated to perform in accordance with the Grant Agreement (including, *inter alia*, performance of all future conditions and payments), except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and to the exercise of judicial discretion in appropriate cases;
3. the Agreement does not violate any constitutional, statutory, or other limitations placed on the Grantee, and
4. The Grantee has good, indefeasible and merchantable title to and ownership or valid rights under easement or lease of the Grantee's Real Property free and clear of all known liens, claims, security interests, and encumbrances except those identified on Schedule 1, attached hereto.

Respectfully submitted,

**SCHEDULE 1
TO
EXHIBIT E
TO
IOWA JOBS GRANT AGREEMENT
(Title Exceptions)**

EXHIBIT F

Iowa JOBS Electronic Payment Instruction Form

Grantee: _____	
I-JOBS Project No.: _____	Max. Grant Amount: \$ _____
Agreement Date: _____	

Please provide the following banking information:
(type or print clearly)

name of your bank (do not use acronym): _____	Full address and phone number of your bank: _____ _____ _____ Ph: (____) _____
ABA number: ____ - ____ - ____	
Full name of your account (do not use acronym): _____	
Your account number: _____	

Grantee

By: _____
[print]

Title: _____

EXHIBIT G

**IOWA JOBS
LOCAL INFRASTRUCTURE COMPETITIVE GRANT PROGRAM
CERTIFICATE REGARDING EXPENDITURES**

I, _____, the _____ of _____ (the "Grantee"), hereby certify with respect to the grant of up to \$ _____ from the Iowa JOBS Local Infrastructure Competitive Grant Program for _____ [name of project] (the "Project"), that the following information regarding expenditures for the Project and useful life of the components of the Project is true and correct:

The Grant will be used to acquire and/or construct the following, and the following useful lives have been assigned to each category of expenditures (more than one line has been provided for equipment as equipment may be categorized by more than one useful life):

<u>Item</u>	<u>Total Cost</u>	<u>Expected Useful Life (In Years)</u>
Land		0
Land Improvements		
Building		
Equipment		
Equipment		
Equipment		
Total		

[GRANTEE]

Date: _____

Name: _____

Title: _____

RESOLUTION NO. 108 – 10

RESOLUTION TO ACCEPT AN IOWA JOBS PROGRAM GRANT AWARD IN THE AMOUNT OF \$686,250 TO THE CITY OF CRESTON FOR I & I PROJECTS:

WHEREAS, City Administrator Mike Taylor received notice on behalf of the Iowa Jobs Board to award the City of Creston the amount of six hundred eight-six thousand two hundred fifty dollars (\$686,250) to assist with I & I Projects, and;

WHEREAS, the Creston City Council agreed to abide by the grant agreement provided between the Iowa Jobs Board, the Iowa Finance Authority and the City of Creston.

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves the acceptance of the six hundred eight-six thousand two hundred fifty dollar (\$686,250) Iowa Jobs Program Grant to assist with I & I Projects and shall abide by the grant agreement provided by the Iowa Jobs Board.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

Board of Adjustment
Meeting Minutes
January 19, 2010

Tom Braymen called the meeting to order at 5:02 p.m.

Board members present were Tom Braymen, Dick Lechtenberger by telephone conference call and Alan Shafer.

Board member not present were Ken Stults and Gary Bucklin.

Others present; Gary Lybarger; Building Inspector, Kevin Kruse; Zoning Administrator, and Warren Woods; Mayor.

The item for consideration was a request from Joe and Vicki Connelly to construct a 40' x 42' garage at 201 North Chestnut Street. The reason for the request is for failure to meet front yard setbacks as set forth in Chapter 166.10 of the Zoning Code. The Connelly's were unable to attend the meeting so Building Inspector Gary Lybarger was present to explain the request. All adjacent neighbors were notified by petition with no objections being received. After due consideration Shafer moved and Lechtenberger seconded to approve the request. With a voice vote all present voted in favor of the motion.

The meeting was adjourned at 5:05 p.m.

Respectfully submitted,



Kevin Kruse
Board Secretary

PARK AND RECREATION BOARD
Meeting Minutes
Tuesday – January 12, 2010

The Park and Recreation Board met in regular session on January 12, 2010.

Attending were: John Kawa Mark Huff
 Gary Borcharding Mike Linch

The Board approved the minutes of the December 22, 2009 meeting.

Motion --- Kawa

Second --- Borcharding

All voted Aye. Motion carried.

The Board reviewed claims/payments through January 6, 2010.

The Board heard a request from Mike Linch, Little League President to add T-Ball to their program. The request was denied.

The Board approved payment of \$1,000.00 to SICOG for administrative fees for the FEMA project from the McKinley Park Restricted Gift Fund.

Motion --- Kawa

Second --- Borcharding

All voted Aye. Motion carried.

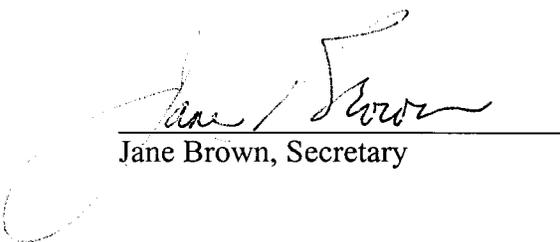
The Board discussed the Bowling Tournament and concert in McKinley Park.

The next meeting is scheduled for Tuesday, January 19, 2010 at 5:30 pm in the Mealsite at the Restored Depot.

The meeting adjourned at 6:30pm.



John Kawa, Chairman



Jane Brown, Secretary